

PUBLIC SERVICES SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

IMPOWER, INC.

regarding

THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (“CDBG-DR”) PROGRAM

B-23-UN-12-0003

THIS AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the “**County**”), and **IMPOWER, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida (the “**Agency**” or “**Subrecipient**”).

RECITALS

WHEREAS, the County is a federal recipient of Community Development Block Grant (“**CDBG**”) Program funding as provided by the U.S. Department of Housing and Urban Development (“**HUD**”) pursuant to its authority under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) (“**HCDA**”);

WHEREAS, in addition to CDBG funding, the County has received an allocation under Community Development Block Grant Disaster Recovery under Grant Number B-23-UN-12-0003 (“**CDBG-DR Funds**” or “**Funds**”) to assist with disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization and mitigation resulting from Hurricane Ian, pursuant to the Orange County Action Plan for CDBG-DR funds (“**Action Plan**”); and

WHEREAS, as a CDBG-DR funding recipient, the County will fulfill portions of the Action Plan by issuing federal subawards (“**Subaward(s)**”) to not-for-profit agencies that are able to implement CDBG-DR eligible public service projects to assist residents of Orange County;

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee in overseeing and managing the delivery of services associated with the CDBG-DR funds; and

WHEREAS, the Agency is a private not-for-profit corporation with experience in providing outpatient mental health telehealth services, including treatment, counseling, and psychiatric services, for children, youth, adults, and families experiencing behavioral health issues (“**Services**”) as further described in the *Scope of Services* attached to this Agreement as “**Exhibit C**”;

WHEREAS, the Agency proposes to provide the Services further described in the *Scope of Services* attached to this Agreement as “**Exhibit C**” and hereafter referred to as the “**Project**”;

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG DR Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency’s compliance with the requirements of the CDBG-DR Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG-DR 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 County and Agency agree as follows:

ARTICLE I - RECITALS

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

ARTICLE II - NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

- 1.1 National Objectives.** The Agency, as a subrecipient of CDBG-DR Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as “**National Objectives**”).
- 1.2 Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Services provided under this Agreement will benefit low- and moderate-income persons and that at least 51% of all individuals served under this Agreement are low- and moderate-income persons, either by meeting HUD’s income eligibility criteria under 24 CFR §570.3 or by qualifying as limited clientele under HUD guidelines.

Section 2. Limited Clientele. The Agency may provide services funded by this Subaward to Limited Clientele so long as such services meet the requirements found in 24 CFR § 570.208(a)(2) (“**Limited Clientele**”) and fall within the *Scope of Services* attached hereto as “**Exhibit C**”.

Section 3. Applicable Federal Requirements

- 3.1** This Agreement is funded pursuant to **Federal Award Identification Number: B-23-UN-12-0003**, and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services.
- 3.2** The Agency shall comply with the regulations found in 2 CFR Part 570 (“**Community Development Block Grants**”), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (“**Uniform Administrative Requirements**”), the Action Plan, all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, “**Applicable Federal Law(s)**”).
- 3.3** In addition to the regulations listed above, the Agency will comply with core CDBG-DR tenets and requirements listed below:
 - 3.3.1 Most Impacted and Distressed (MID) Requirement:** The Agency must conduct all activities and expend all CDBG-DR award funds granted by the County in the “most impacted and distressed” (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian (Federal Emergency Management Agency (FEMA) Disaster No. 4673 – DR). As noted in the Federal Register Guidance (88 FR 32046), the HUD-identified MID for the area for this disaster allocation is all of Orange County.
 - 3.3.2 Eligible Activities:** CDBG-DR funds are provided for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA), as amended (42 United States Code (U.S.C.) 5301 et seq.), related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. The Agency must

utilize CDBG-DR funds as prescribed under 24 CFR 570 Subpart C – Eligible Activities, and for alternative requirements and waivers as prescribed within the Federal Register Guidance. Furthermore, the Agency shall conduct its project to align with the approved eligible activities found under the most recent approved Action Plan for County's CDBG-DR Unmet Needs Assessment.

3.3.3 **CDBG-DR Mitigation Set-Aside and Storm “Tie-Back”.** The County is responsible for informing the Agency of whether CDBG-DR funding is awarded for an activity(ies) to address an unmet recovery need, a mitigation and resilience measure, or both. Depending on the recovery or mitigation designation by the County, the Agency is responsible for documenting proof of the designation. For recovery activities, the Agency must demonstrate that their activities “tie-back” to the specific disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the Agency must document how its activity(ies) (1) meet the definition of mitigation activities; (2) address the current and future risks as identified in the Agency's mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-eligible activity under title I of the HCDA (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. In some cases, the County may require the Agency to provide evidence of the activity meeting both the CDBG-DR “tie-back” and mitigation measures justification. The County will spell out specific requirements for the Agency, its project, and the project's eligible activities under the *Scope of Services* attached as **Exhibit “C”**.

3.3.4 **Duplication of Benefits.** The agency certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined in Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The Agency must comply with HUD's requirements for Duplication of Benefits (DOB) as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits) and HUD guidance (including HUD training materials), including specific Order of Assistance requirements. The Agency shall carry out the activities under this Agreement in compliance with the County's procedures to prevent DOB. In consideration of the Agency's receipt of funds under the CDBG-DR Program administered by the County, the Agency hereby assigns to the County all of the Agency's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies or any type of coverage, or under any reimbursement or relief program related to or administered by FEMA or the Small Business Administration (“SBA”) that was the basis of the calculation of the award made pursuant to this Agreement and that are determined at the sole discretion of the County to be a DOB.

In accordance with the Federal Register Guidance at 88 FR 32053 – Section IV.A.1.(d)(v) Applicable Rules, Statutes, Waivers and Alternative Requirements: Reassess Unmet Need When Necessary, the Agency certifies that they will notify the County immediately of any funding source changes and/or additions from other sources that are different from that shown in the Agency's application. This notification must include a statement explaining how this change in funding affects the provisions of the project and activity requirements as well as the use of and continued need for CDBG-DR funds through the County.

3.4 A partial list of the Applicable Federal Laws is attached as “**Exhibit A**”, for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

3.5 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in “**Exhibit A**” are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

3.6 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the CDBG-DR Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), to the extent such standard terms and conditions are applicable to the Agency 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.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

- 1.1** The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project by providing the agreed upon Services described in the *Scope of Services* attached to this Agreement as “**Exhibit C**”. CDBG-DR Funds shall not be used for any purpose other than those provided for in this Agreement.
- 1.2** The Agency shall have and document an established process for determining eligibility of applicants that is consistent with recordkeeping requirements established by HUD.
- 1.3** The Agency shall utilize CDBG-DR Funds to provide the Services only to those individuals that meet the CDBG Program’s eligibility requirements (“**Clients**”).
- 1.4** The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
- 1.5** CDBG-DR Funds shall be expended only for costs associated with the implementation of those Service activities in the *Budget* attached as “**Exhibit B**”.
- 1.6** CDBG-DR Appropriations Acts generally include a statutory order of assistance for Federal agencies which require Grantees to verify whether funds made available by FEMA or the U.S. Army Corps of Engineers (USACE) are available for an activity, or the costs are reimbursable by FEMA or the USACE, before awarding CDBG-DR assistance for the cost of carrying out the same activity. The Agency shall not use CDBG-DR funds for activities reimbursable by or for which funds are made available by FEMA or USACE. The Agency must verify and inform the County if FEMA and USACE funds are available prior to award or expenditure of CDBG-DR funds to an eligible activity within the *Scope of Services* attached as “**Exhibit C**”. Failure to do so can result in a return of funds as outlined in Section 2.3 of Article VI of this Agreement.
- 1.7 Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request, however, failure by the County to request such proof shall in no manner be construed as alleviating the Agency’s obligations pursuant to this paragraph, nor shall it be construed as shifting any liability for failure to request such proof onto the County.

Section 2. Service Area. The Agency shall provide the Clients with Services at the designated facility located at the address designated in the *Scope of Services* attached as “**Exhibit C**”, or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act (“FIPA”)

- 1.1** If applicable, the Agency shall be responsible for protecting “**Personal Information**” in compliance with the terms of Section 507.171, Florida Statutes. Pursuant to Section 501.171(g)1., Florida Statutes, “Personal Information” means either of the following:
- (a)** An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual: a social security number; a driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; 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; any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; an individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or any information regarding an individual’s geolocation.
 - (b)** A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 1.2** If, pursuant to this Agreement, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency is the County’s “Third-Party Agent” under FIPA and hereby agrees to comply with all obligations for such “Third-Party Agents” as detailed in Section 501.171, Florida Statutes. The Agency shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Agency.

Section 2. Public Records Compliance Requirements

- 2.1** Pursuant to Section 119.0701, Florida Statutes, the Agency shall:
- (a)** Keep and maintain public records required by the County to perform the service.
 - (b)** Upon request from the County, provide the County with a copy 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 amount set by the County.
 - (c)** Ensure that public records that 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’s term and following completion of this Agreement if the Agency does not transfer the records to the County.
 - (d)** Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
 - (e)** If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
 - (f)** All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

- 2.2 Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

- 3.1** Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: **(a)** is not "Protected Health Information," as defined in 45 CFR § 160.103; or **(b)** has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
- 3.2** Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: **(a)** a Business Associate Agreement has been executed, as applicable; and **(b)** all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations

- 1.1** The Agency understands that this Agreement receives 100% of its funding from federal funds. In the event the federal government disallows payment and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed. The Agency understands that any costs that exceed the maximum amount allowed by statute may not be charged to the federal award pursuant to 2 CFR § 200.408. Payments for costs determined to be unallowable shall be made in accordance with 2 CFR § 200.410. Adjustment of previously negotiated indirect cost rates containing unallowable costs will be made in accordance with 2 CFR § 200.411.
- 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** 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 services or expenses incurred not within the term of this Agreement.
- 1.4** The Agency understands and agrees that the Services provided to the Clients are on an "as needed basis", and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.
- 1.5** The County shall be the final authority as to the availability of CDBG-DR Program funds and as to how such funds will be allocated. The County reserves the right to reduce or otherwise alter the Subaward

amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV (“Notices”)**.

Section 2. Budget

- 2.1** The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **“Exhibit B”**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state, and local laws, rules, regulations, and orders.
- 2.2** All Funds allocated to the Agency from the County for the current CDBG-DR Program year shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County’s Manager of the Housing and Community Development Division (**“Manager”**) upon written request by the Agency. Such request shall be submitted no later than 45 days prior to the end date of this Agreement.

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 County on or before the last business day of each month. Submittals shall include CDBG-DR Program allowable Services incurred during the prior month and a completed itemized invoice in a form substantially similar to the *Invoice* attached to this Agreement as **“Exhibit D”**.
- 1.2** Each invoice shall be completed in its entirety and shall itemize all CDBG-DR Program approved Services and expenditures incurred by the Agency for the prior month.
- 1.3** Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Services charged. **“Supporting Documentation”** shall include, but not be limited to, direct deposit paperwork for salaries and wages or copies of checks, payroll records, attendance records, copies of paid bills, and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Services provided under this Agreement. All charges for Services or expenditures submitted for reimbursement must be eligible under the CDBG-DR program requirements and the County’s Public Services Program requirements.
- 1.4** Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible, shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG-DR program requirements and the County’s Public Services Program requirements.
- 1.5** The Agency shall submit monthly invoices in accordance with the following procedures:
 - (a)** Submit a completed invoice to the attention of the Manager on or before the last day of the month following the month during which CDBG-DR grant-related Services were provided and expenses incurred.
 - (b)** Submit records of the Funds expended during the prior month along with Supporting Documentation of payment being made by the Agency.
 - (c)** The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted, or redacted, except the last four digits which may be used to identify Clients in records or reports if the Agency does not have a Client identification numbering system in place.

- (d) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG-DR Program related activities for the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities. 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 provided to vendors.
- (e) The Agency shall submit documentation reporting any Program Income (as later defined in this Agreement) earned during the prior month as a result of CDBG-DR Funds utilized for the Project. This includes a reporting of all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, state, and local guidelines and regulations.
- (f) The Agency must submit a payment spreadsheet that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment.

- 2.1 Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.
- 2.2** The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Services performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG-DR Public Services Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.
- 2.3** The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within 90 days after the County's request.
- 2.4** The County reserves the right to withhold final payment or 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* attached to this Agreement as "**Exhibit F**", or failure to assist the number of Clients projected, have not been met.
- 2.5 Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as "**Exhibit O**". Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:
 - (a) The Agency shall comply with 2 CFR § 200.305(b) ("**Federal payment**") and therefore shall:
 - (1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - (2) Review 2 CFR § 200.302(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - (3) Make timely payment to its contractors and vendors.

- (b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.
- (c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

- 1.1 The Agency, and its subcontractors (if any) that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.
- 1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.
- 1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG-DR Program are kept in accounts separate and apart from all other funds and accounts of the Agency.
- 1.4 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG-DR Program, and any directives issued by HUD.
- 1.5 The Agency shall maintain records including, but not necessarily limited to, the following:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program;
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
 - (f) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;
 - (g) Records necessary to document compliance with CDBG program requirements described in 24 CFR Part 570, Subpart K;
 - (h) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;
 - (i) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (j) Chart of Accounts listing all accounts;

- (k) 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;
- (l) 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 on other activities;
- (m) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
- (n) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
- (o) Petty cash record system showing monthly or more frequent reimbursement procedures;
- (p) Documentation of purchasing practices showing formal pre-numbered purchase order system;
- (q) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;
- (r) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of \$1,000.00, and annual inventory reflecting actual value of property;
- (s) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project;
- (t) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how CDBG Funds were expended; and
- (u) Documentation demonstrating that Clients meet the eligibility *Income Guidelines* as set forth in “**Exhibit E**”, when such eligibility income guidelines are applicable.

- 1.6 The Agency shall furnish the County with all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency’s performance under this Agreement.
- 1.7 All records created, utilized, or maintained for the purpose of fulfilling the Agency’s obligations pursuant to this Agreement, whether paper or electronic (“**Relevant Records**”), shall be retained by the respective record holder for a period of 5 years after termination of this Agreement, including any extensions or renewals of this Agreement.
- 1.8 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of 5 years after the resolution of any such event.
- 1.9 The Agency shall permit the County, the Comptroller of Orange County (the “**Comptroller**”), HUD, Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce all Relevant Records and provide timely and reasonable access to the Agency’s personnel for the purpose of interview and discussion related to such documents or to the award made under this Agreement.
- 1.10 If the *Scope of Services* in “**Exhibit C**” is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.

1.11 The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG Program.

Section 2. Financial Standards

- 2.1** The Agency shall maintain accounting systems with internal controls in accordance with 2 CFR § 200.303 that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts D ("**Post Federal Award Requirements**"), E ("**Cost Principles**"), and F ("**Audit Requirements**").
- 2.2** Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.3** Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 Program Income

- (a) CDBG "**Program Income**" is defined in 24 CFR § 570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.
- (b) Program Income includes, but is not limited to, income from fees for services performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG-DR Funds; any interest earned on CDBG-DR funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG funds.
- (c) 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 CDBG-DR Program funds, such income shall be prorated to reflect the actual percentage of CDBG-DR Program funds that are used in accordance with 24 CFR § 570.500.

3.2 The Uniform Administrative Requirements require 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 Services to additional Clients, over and above the number of Clients specified in the 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.

- 3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG-DR Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, including, but not limited to 2 CFR § 200.311-313 and 24 CFR §§ 570.502, 570.503, 570.504 and 570.505, as applicable, which include, but are not limited to, the following:

- 4.1. The Agency shall transfer to the County any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- 4.2. Real property under the Agency's control that was acquired or improved, in whole or in part, with Subaward funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after the expiration of this Agreement. Failure to comply with this subsection will result in the Agency paying the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- 4.3. If equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds will be considered Program Income. If the Agency does not need said equipment for activities under this Agreement, then the Agency will either (a) transfer the equipment to the County for the CDBG program, or (b) retain the equipment after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency per 2 CFR §200.332(c) and regularly complete a suspension and debarment check for the Agency performing Services under this Agreement to ensure compliance with 200 CFR § 200.214.

Section 2. Monitoring and Remedies for Non-Compliance.

- 2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG-DR Program monitoring and evaluation. This data shall include information of the Services provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG-DR Program cost and effectiveness of the Services provided.
- 2.2 CDBG-DR Program programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 ("**Monitoring and Reporting Program Performance**"). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within 30 days of the date of the Letter of Findings.
- 2.3 The Agency agrees to reimburse the County all monies identified as overpayment or ineligible as a result of monitoring findings.
- 2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG-DR Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.
- 2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (“**Financial Reporting**”). 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.
- 2.7 The Agency shall allow the County and HUD representatives to review the Agency’s 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 CDBG regulations applicable to CDBG-DR funding.
- 2.8 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-DR Program, and federal regulations. A general scope of the Agency site monitoring is summarized in the *Subrecipient Monitoring Guidelines* attached to this Agreement as “**Exhibit G**”.

Section 3. Auditing. The County, the Orange County Comptroller (“**Comptroller**”), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency’s use of Subaward 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.

- 3.1 **Audit requirements.** If the Agency expends \$1,000,000 or more during the Agency’s fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (“**Audit Requirements**”).
- 3.2 **Single audit.** If the Agency expends \$1,000,000 or more during the Agency’s fiscal year in federal awards, including this award of CDBG-DR funds, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (“**Standards and Scope of Audit**”), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR § 200.501(c).
- 3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than \$1,000,000. If the Agency expends less than \$1,000,000 during the Agency’s fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (“**Relation to Other Audit Requirements**”), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (“**GAO**”).

Section 4. Audit Submission

- 4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor’s report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency’ fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (“**Audit Requirements**”).
- 4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller’s Office, at both of the following addresses:
- (a) Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: sherry.julien@ocfl.net

AND

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

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

- 4.3** Audit requirements stipulate that grantees and sub-grantees that spend \$1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either 30 days after receipt of the auditor's report or 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/>.
- 4.4** In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.
- 4.5** Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The term of this Agreement begins on the date that it is fully executed by both parties (the “Effective Date”) and shall conclude on December 31, 2026 (“Initial Term”). This Agreement may be renewed by the County for (1) one additional period(s) of one year each by providing written notice of intent to renew to the Agency at least sixty (60) days prior to expiration of the Initial Term or any subsequent renewal term.

Section 2. Subaward Period of Performance

- 2.1** The “Subaward Period of Performance” is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(b)(1)(v).
- 2.2** The Subaward Period of Performance of this Agreement is: **January 1, 2026 to December 31, 2026**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail. The Manager of the County's Housing and Community Development Division may grant an extension of the Subaward Period of Performance provided that such extension does not exceed (12) twelve months and does not extend the Subaward Period of Performance beyond the Period of Performance provided in the Federal Award.

Section 3. Termination

- 3.1** The County may terminate this Agreement without cause and for convenience upon its provision of 30 days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of 45 days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV (“Notices”)** and shall be effective upon the other party's receipt of such notice.
- 3.2** In the event this Agreement is terminated before the end of the one-year term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of 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 24-hours prior written notice to the Agency. Cause includes, but is not limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the CDBG-DR 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 CDBG-DR Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or provisions of this Agreement and applicable law.
- 3.4** Termination or suspension of this Agreement for cause shall be upon no less than 24-hour's notice delivered in accordance with **Article XIV**.
- 3.5** 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.
- 3.6** After receipt of 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 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 that 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 CDBG-DR 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.
- 3.7** Pursuant to 2 CFR § 200.340(a)(3), the Agency may terminate this Agreement upon sending the County 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, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

- 4.1** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is

specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.

- 4.2** No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Monthly Programmatic Reports

- 1.1** The Agency shall submit a Monthly Programmatic Report to the Manager, together with the Invoice on or before the last day of the month following the month during which Services were provided.
- 1.2** The CDBG-DR Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as "**Exhibit F**," which shall include, but not be limited to, the following information:
- (a)** Total of unduplicated persons (Program participants) and households assisted;
 - (b)** Income breakdown of households assisted;
 - (c)** Number of female headed households assisted;
 - (d)** Number of homeless persons and households assisted;
 - (e)** Racial breakdown and ethnic background of assisted; and
 - (f)** Description of Service(s) provided.
- 1.3** The Agency shall submit an end of the fiscal year, close-out Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, and type of Services provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and CDBG Program National Objectives through its accomplishments.
- 1.4** The Programmatic Report must demonstrate how the proposed Project can be measured according to the *Performance Measurement Standards* identified in "**Exhibit F**".
- 1.5** The Agency will immediately notify the Manager in writing of any problems, delays, or adverse conditions that affect the Agency's ability to meet CDBG-DR Public Services Program goals or preclude the attainment of projected units of service. The Agency will include a statement of action taken and any technical assistance needed to resolve the situation with the Agency's notice.

Section 2. Subaward Closeout

- 2.1.** The closeout of the Federal Award, or this Subaward, does not affect any of the following:
- (a)** The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.
 - (b)** The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost-rate adjustments.
 - (c)** The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
 - (d)** Audit requirements in 2 CFR Part 200, Subpart F.

- (e) Property management and disposition requirements in §§ 200.310 – 200.316 of 2 CFR.
- (f) Records retention as required in §§ 200.334 through 200.338 of 2 CFR.

- 2.2. After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

- 1.1 The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.
- 1.2 The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the 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.

Section 2. Subcontracting

- 2.1 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.
- 2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 ("**Contract Provisions**") when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements

- 2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 ("**Procurement Standards**"). Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, which can be found at this link: <https://www.orangecountyfl.net/VendorServices.aspx>.
- 2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG-DR 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 the Agency's care, custody or control purchased or acquired with CDBG-DR Program Funds.

- 2.3 The Agency will immediately report lost or stolen property to the County. The Agency will 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 will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG-DR Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 ("**Property Standards**"). At the County's discretion, the County may allow the Agency to retain property purchased with CDBG-DR 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 Manager to continue using the property purchased with CDBG-DR 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, the County's 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 the Agency's 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, lawns, walks, pavement, 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, the Agency's 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); and **(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 the Agency's 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 and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities 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 440, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/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 necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.
- 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 **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 \$1,000,000 (One Million 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 Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

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.

- (b) **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.
- (c) **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 H**.

Required Endorsements:

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

- (d) **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.
- (e) **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG Funds awarded for the Project.
- (f) **All-Risk Property Coverage** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.
- (g) **Flood Insurance** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

- 3.5 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. Blanket endorsements will be accepted as long as the entire endorsement is submitted, and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.
- 3.6 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates 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.
- 3.7 The Agency shall notify the County, not less than thirty (30) business days (or ten (10) business days for non-payment of premium) of any cancellation or 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 policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

3.8 State Agencies or Subdivisions. If the Agency is a “state agency or subdivision” (as defined by Section 768.28(2), Florida Statutes) and is self-insured:

- (a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Agency. However, such paragraphs do apply to any of the Agency’s subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Agency in any such subcontracts.
- (b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County’s Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

- 4.1** If the services to be provided in the *Scope of Services* attached to this Agreement as “**Exhibit C**” involve “vulnerable persons” as defined in Section 435.02(6), Florida Statutes, then the Agency’s employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of those services, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).
- 4.2** This screening shall: (a) be completed at no cost to the County; (b) be completed prior to the employee/volunteer beginning work pursuant to this Agreement; (c) be repeated at 5 year intervals for the duration of this Agreement and any amendment hereto; (d) consist of an employment history check; and (e) include fingerprinting that will be checked against the following databases: (i) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (ii) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (iii) Local Criminal Records through local law enforcement agencies.
- 4.3** If applicable, the Agency shall provide the Manager of the County’s Housing and Community Development Division, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing services are acceptable to use in the Agency’s provision of services to, or engagement with, such vulnerable persons.
- 4.4** The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.
- 4.5** Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency’s employees to provide services or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered employees of the Agency for all purposes, including but not limited to any worker’s compensation matters.

ARTICLE XIV - NOTICES

All notices permitted or required shall 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 Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue
Orlando, FL 32801

As to Agency: Anna Kesic, President/CEO
IMPOWER, Inc.
2290 N. Ronald Reagan Blvd, Suite 116
Longwood, FL 32750

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG-DR 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 § 570.207(a)(3).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used 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 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as "**Exhibit I**". 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, an employee or officer 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 3. 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 the Project or performance of Services related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 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 4. 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 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.

- 5.1** By executing this Agreement, the Agency hereby certifies that: **(a)** the Agency does not appear on the SAM Exclusions list; **(b)** the Agency will maintain an active registration with SAM for the entire Term of this Agreement; and **(c)** the Agency will notify the County within 5 business days if the Agency is added to the SAM Exclusions list, or should the Agency's status under the SAM system change in any way, during the Term of this Agreement. The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction the Agency enters.
- 5.2** The County reserves the right to institute additional restrictions and conditions on this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: **(a)** be found to have misrepresented the Agency's SAM system status in any manner; or **(b)** fail to notify the County of any change in the Agency's status under the SAM system.
- 5.3** By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict-of-interest rules in 2 CFR 200.318(c). The Agency shall comply with the conflict-of-interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or the County's designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG-DR Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-DR-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 and for one year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. 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.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Public Entity Crimes

By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of the Agency's officers, directors, executives, partners, shareholders, employees, members, or agents who are active

in the management of the Agency, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that it has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms “public entity crime,” “convicted,” and “affiliate,” are as defined in Section 287.133, Florida Statutes.

Section 10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- 10.1.** The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 10.2.** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 11. Domestic Preferences for Procurements

- 11.1.** As appropriate, and to the extent consistent with law, the Agency should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Agency shall include this provision in any contracts or agreements in which the Subaward is being utilized.
- 11.2.** For the purposes of this provision, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 12. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD’s Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the “**Remedies for Noncompliance**” described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 13. Whistleblower Protections

- 13.1.** In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- 13.2.** The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

Section 14. Cybersecurity

The Agency agrees that the Agency has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with the best practices and highest industry standards intended to protect data, services, and infrastructure in its environments against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction. To the extent the Agency's data includes personally identifiable information and other data designated as sensitive, the implementation of and compliance with these measures are designed to provide an appropriate level of security in respect of the processing of the personal data and shall at all times comply with the applicable data protection laws and regulations.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. E-Verify Use and Registration

- 15.1** By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.
- 15.2** Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, it shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized

alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

15.3 The Agency hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 6. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 7. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 8. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 9. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 10. Scrutinized Companies

10.1 By executing this Agreement, the Agency certifies that the Agency is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services under Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Agency certifies that the Agency is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that the Agency is not engaged in a boycott of Israel.

10.2 Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Agency certifies that the Agency is not: **(a)** on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or **(b)** engaged in business operations in Cuba or Syria.

10.3 The County reserves the right to terminate this Agreement immediately should the Agency be found to: **(a)** have falsified the Agency's certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or **(b)** have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to entering into this Agreement with the County.

10.4 If this Agreement is terminated by the County as provided in subparagraph 10.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Agency, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 10.3(b) above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 11. 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 holding.

Section 12. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 13. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 14. Use of County and Agency Logos. The Agency may not use any of the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 15. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 16. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 17. Written Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement. Amendments to this Agreement that do not require approval by the Board of County Commissioners (the "BCC"), such as budget line-item transfers, personnel changes and removal of special conditions, shall be submitted to the Program Administrator no later than 45 days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted to the Program Administrator no later than 60 days prior to the end date of this Agreement. All amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 18. 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.

[SIGNATURES ON FOLLOWING PAGES]

“Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. §§ 3729–3733.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST:

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

BY: _____
Deputy Clerk

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: IMPOWER, INC.



Signature

Anna M Kesic

Printed Name

Pres/ CEO

Official Capacity

1/7/26

Date

NOTARY:


STATE OF Florida)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 7 day of January, 2026, by Anna Kesic, in their CEO official capacity as CEO for the Agency.

☒ Personally Known; OR
☐ Produced Identification.

Type of identification
produced: _____

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION
REQUIREMENT OF FLA. STAT. §117.05]



Notary Public

My Commission Expires:



AMY KRYSZAN
Notary Public
State of Florida
Comm# HH359710
Expires 2/8/2027

(Printed, typed or stamped commissioned
name of Notary Public)



Signature

Travis Schmitt

Printed Name

Board Chair or Authorized Representative

Official Capacity

1/7/26

Date

NOTARY:

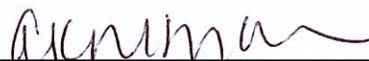
STATE OF Florida)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 7 day of January, 2026, by Travis Schmitt, in their official capacity as the Board Chairman or Authorized Representative for the Agency.

☒ Personally Known; OR
☐ Produced Identification.

Type of identification
produced: _____

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION
REQUIREMENT OF FLA. STAT. §117.05]



Notary Public

My Commission Expires:



AMY KRYSZAN
Notary Public
State of Florida
Comm# HH359710
Expires 2/8/2027

(Printed, typed or stamped commissioned
name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

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

1. 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, and Executive Order 11063..
2. 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.
3. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.
4. Debarred, suspended or ineligible contractors, 2 CFR part 200.214 and 2 CFR part 200 Appendix II.
5. Clean Air Act, as amended (42 USC §§ 7401-7515.)
6. Water Pollution Control Act, as amended, 33 USC 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.
7. 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.
8. Drug Free Workplace Act of 1988.
9. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
10. National Historic Preservation Act of 1966, as amended (Public Law 102-575).
11. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.
12. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.
13. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.
14. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of “funding agreement” under 37 CFR § 401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR § 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.
15. The relevant provisions of 2 CFR Part 200 may be found at the following link: <https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II>. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:

- 2 CFR § 200.328 ("Financial reporting")
- 2 CFR § 200.329 ("Monitoring and reporting program performance")
- 2 CFR § 200.332 ("Requirements for pass through entities")
- 2 CFR § 200.334 ("Retention requirements for records")
- 2 CFR § 200.337 ("Access to records")
- 2 CFR § 200.338 ("Restrictions on public access to records")
- 2 CFR § 200.339 ("Remedies for noncompliance")
- 2 CFR § 200.340 ("Termination")
- 2 CFR § 200.341 ("Notification of termination requirement")
- 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
- 2 CFR § 200.343 ("Effects of suspension and termination")
- 2 CFR § 200.345 ("Post-closeout adjustments and continuing responsibilities")
- 2 CFR § 200.346 ("Collection of amounts due")

**EXHIBIT B
BUDGET**

**IMPOWER, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-DR)
GRANT PERIOD January 1, 2026 – December 31, 2026**

Direct Costs	Total Cost
Personnel Costs – Salaries of service delivery personnel and associated costs (payroll taxes)	\$102,268.19
Insurance - Property & Liability/D&O	\$6,931.81
Indirect Costs	Total Cost
Admin at 10%	\$10,800
TOTAL BUDGET	\$120,000

ACTIVITY: IMPOWER will utilize CDBG-DR funds to expand outpatient mental health telehealth services, including treatment, counseling, and psychiatric care, for children, youth, adults, and families in low-to-moderate income households impacted by Hurricane Ian.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to eighty-two (82) unduplicated program participants with documented direct or indirect tie back to Hurricane Ian.

EXHIBIT C
SCOPE OF SERVICES

IMPOWER, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-DR)
GRANT PERIOD January 1, 2026 – December 31, 2026

OBJECTIVE(S): The Agency, IMPOWER, Inc., will ensure **(1) a direct or indirect tie back to Hurricane Ian, and (2)** that at least 51% of all individuals served under this Agreement are low- and moderate-income persons, either by meeting HUD's income eligibility criteria under 24 CFR §570.3 or by qualifying as limited clientele under HUD guidelines.

PLANNED ACTIVITIES: The Agency will expand its Outpatient Mental Health Telehealth program to provide accessible, evidence-based behavioral health services, including treatment, counseling, and psychiatric care, to approximately 82 children, youth, adults, and families in low-to-moderate income households impacted by Hurricane Ian. Through telehealth delivery, master's-level and licensed therapists, along with psychiatric physician assistants and advanced practice registered nurses under psychiatric supervision, will offer individualized assessments, biopsychosocial evaluations, treatment planning, and ongoing therapeutic and psychiatric support. Services will address depression, anxiety, ADHD, mood disorders, substance use challenges, and co-occurring mental health conditions, using FARS/CFARS, the Columbia Suicide Severity Rating Scale, and other validated tools to monitor progress, reduce crisis hospitalizations, and improve client outcomes. This project will remove traditional access barriers, strengthen personal and community resiliency, and support disaster recovery for Orange County residents.

TIE-BACK: Public Services provided under this contract tie-back to Hurricane Ian recovery activities through IMPOWER's referral and eligibility verification process, which includes screening each individual's insurance status, income, county of residence, and ZIP code, as well as administering a questionnaire to document the client's impact from Hurricane Ian. This public service activity corresponds to essential services such as self-sufficiency services, health and mental health, and job training and placement services as outlined in the Hurricane Ian Action Plan, Version 1.0.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **eighty-two (82)** unduplicated program participants during the period starting January 1, 2026, through December 31, 2026.

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

1. Improved mental health stability for children, teens, and adults in income-eligible Orange County communities impacted by Hurricane Ian, as demonstrated by reductions in symptoms such as depression, anxiety, bipolar disorder, and substance use challenges.
2. Expanded access to outpatient telehealth behavioral health services for 82 eligible residents, reducing stigma and mitigating socio-economic barriers to care through the use of technology-based service delivery.
3. Measurable improvement in client functioning, with at least 70% of individuals engaged in treatment for 90 days or more demonstrating improvement in a minimum of three domains on the CFARS/FARS Problem Rating Scale.

4. Increased awareness of available telehealth mental health services, supported by community outreach and marketing efforts, facilitating access to care for eligible residents.

CDBG-DR 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 January 1, 2026, and ending December 31, 2026.

LOCATION(S): 2290 N. Ronald Reagan Blvd., Suite 116, Longwood, FL 32750

KEY RESPONSIBLE PERSONNEL: Laura Higginbotham, Director of Clinical Services; Judy Charuhas, Clinical Director; Marcie Dearth, Chief Operating Officer; Aaron Quinlan, Psychiatric Medical Director; Isabel Velasquez, Chief Financial Officer.

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 F**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

The Agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its UEI 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 must specify the system of internal controls the Agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When the 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 information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____

Date: _____

Title: _____

Authorized Signature: _____

Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

Gross Income 2025 CDBG-DR Income Limits

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 80%
1	\$22,150	\$36,900	\$59,050
2	\$25,300	\$42,150	\$67,450
3	\$28,450	\$47,450	\$75,900
4	\$31,600	\$52,700	\$84,300
5	\$34,150	\$56,950	\$91,050
6	\$36,700	\$61,150	\$97,800
7	\$39,200	\$65,350	\$104,550
8	\$41,750	\$69,550	\$111,300

DEFINITIONS

LOW INCOME: Households whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed 50% of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30% of the median family income of the area, as determined by HUD with adjustments for smaller and larger families.

NOTE: The CDBG Income Limits are provided by HUD annually and are subject to change. Data effective as of June 1, 2025.

EXHIBIT F
CDBG-DR MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): Program Participants _____ Total Households members _____

SECTION 1	Total New for Month Program Participants *(Unduplicated) served with CDBG-DR		Year-to-Date Program Participants *(Unduplicated) served with CDBG-DR	
Note: Income refers to median family income of area, as determined by HUD. See Exhibit D				
Extremely Low Income				
Very Low Income				
Low Income				
Moderate Income (Not typically assisted with these funds)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	Total New for Month Program Participants *(Unduplicated) served with CDBG-DR		Year-to-Date Program Participants *(Unduplicated) served with CDBG-DR	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
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				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG-DR funds.
2. Describe steps taken to broaden community financial support.
3. Include quantitative accomplishments made toward project goals identified in Agreement. **Include program participants, number of households, and family members assisted (if/as applicable).** (Refer to Part I, D of the Agreement).
4. State progress made in agency capacity building.

Attach additional narrative page(s) as necessary:

NOTES* Definition of Unduplicated Clients: Clients/program participants counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are included only once in the Unduplicated count for the grant year. This Programmatic Report is due within one (1) month of the month during which assistance was given.

EXHIBIT F
(Continued)

MONTHLY PROGRAMMATIC REPORT

Performance Measurements: Complete the following information to assist in determining your agency's performance during the period under review.

Performance Measures:

Objective: Self-Sufficiency, Job Training, Health Services

Outcome: Availability/Access to Services

Grant Year: 2026

SECTION 3

Of the program participants and households assisted, enter the number that:

	<u>Program Participants Assisted</u>	<u>Additional Household</u>	<u>Total Persons Members</u>
Now have new access to this service or benefit:	_____	_____	_____
Now have improved access to this service or benefit:	_____	_____	_____
Now receive a service or benefit that is no longer substandard:	_____	_____	_____
Total:	_____	_____	_____
TOTAL HOUSEHOLDS ASSISTED _____			

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

Contact Person (Print Name): _____ Email: _____ Phone: _____

Signature: _____ Date: _____

Form revised in October of 2024. Please do not alter. If necessary, additional information may be added on separate page.

**EXHIBIT G
SUBRECIPIENT MONITORING GUIDELINES**

CDBG-DR Grantee: _____

CDBG-DR Contract # _____

Subrecipient 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: _____

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 H
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 I terminate the employee leasing company 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 through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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: _____

Signature of Owner/Officer _____

Title: _____

Date: _____


EXHIBIT I
CERTIFICATION REGARDING LOBBYING

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

- (1) No Federally 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 Federally 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 sub-contracts, sub-grants 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 USC §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.

IMPOWER, INC.

By:  _____

Title: Pres/CEO

Date: 12/19/25

EXHIBIT J
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):

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.

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(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 apples 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)

© 1983 National Council on Compensation Insurance

EXHIBIT L

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.

[Type here]

**EXHIBIT N
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (b)(1)(i)	Subrecipient name (which must match registered name in SAM.gov)	IMPOWER, Inc.
(b)(1)(ii)	Subrecipient's Unique Entity Identifier (UEI)	LNUVTA7BAN46
(b)(1)(iii)	Federal Award Identification Number (FAIN)	B-23-UN-12-0003
(b)(1)(iv)	Federal Award Date (see 2 CFR § 200.39 Federal award date)	May 18, 2023
(b)(1)(v)	Subaward Period of Performance Start and End Date	January 1, 2026 - December 31, 2026
(b)(1)(vi)	Subaward Budget Period Start and End Date	January 1, 2026 - December 31, 2026
(b)(1)(vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient	\$120,000
(b)(1)(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(b)(1)(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$120,000
(b)(1)(x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	Provision of outpatient mental health telehealth services, including counseling and psychiatric support, for low-to-moderate income Orange County residents impacted by Hurricane Ian.
(b)(1)(xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(b)(1)(xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	14.218 Community Development Block Grant; \$219,712,000
(b)(1)(xiii)	Identification of whether the award is R&D	No
(b)(1)(xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR § 200.414)	7.8344%
2 CFR 200.332 (b)(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, See the terms of the Agreement and Exhibit A

[Type here]

(b)(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
(b)(4)(i)	<p>An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:</p> <p>(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;</p> <p>(B) The de minimis indirect cost rate.</p>	
(b)(4)(ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).	
(b)(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 VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(b)(6)	Appropriate terms and conditions concerning the closeout of the subaward.	Yes, Article X, Section 2 of the Agreement

OTHER SUBAWARD/SUBRECIPIENT 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 CFR 200.332(c)(1));
(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 (2 CFR 200.332(c)(2));
(3)	Whether the subrecipient has new personnel or new or substantially changed systems(2 CFR 200.332(c)(3)); 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) (2CFR 200.332(c)(4)).
b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.
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:

[Type here]

(1)	Reviewing financial and performance reports required by the pass-through entity (2CFR 200.332(e)(1)).
(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 written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward (2CFR 200.332(e)(2)).
(3)	Issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 (2 CFR 200.332(e)(3)).
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward (2CFR 200.332(e)(4)).
(d)	Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in paragraph (a) 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 (2 CFR 200.332(f)(1)); and
(2)	Performing site visits to review the subrecipient's program operations (2 CFR 200.332(f)(2)); and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 (2 CFR 200.332(f)(3)).
(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 2 CFR § 200.501.
(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 (2CFR 200.332(h)).
(g)	Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations (2 CFR 200.332(i)).

Name of Reviewer:

Signature:

Title:

Manager (or designee)

Orange County Housing and Community Development Division

[Type here]

EXHIBIT O
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

Please select one of the choices below.

- ☒ The Agency **will not be receiving funds in advance** pursuant to this Public Services Subrecipient Agreement.
- ☐ The Agency **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

- A. 2 CFR 200.305(b) (“**Payment**”) permits the County to issue advance payments of the Subaward to the Agency as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Agency in carrying out the *Scope of Work*.
- B. As such, the following “**Subaward Advance Budget**” was prepared:

- C. Based upon the foregoing, the County shall issue an advance of \$_____ at the beginning of the Agreement’s term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than ninety (90) calendar days from the Agency’s receipt of the advance.** The funds provided in advance will be used to pay the costs from invoices issued by Agency, in Accordance with Article VI hereof, at the beginning of the contract term until such advance has been depleted, and the funds should show as a credit against the balance due under the invoice. Once the advance funds have been depleted, Agency shall continue to submit invoices per Article VI, which Agency shall pay in accordance with the terms of this Agreement.
- D. **Subaward Advance Reconciliation.**
1. The Agency shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than one hundred and five (105) calendar days after the Agency receives the advance of the Subaward.
 2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Agency’s authorized representative; and (b) include attestation language.

[Type here]

3. If the Agency fails to expend all of the advanced Subaward funds within the ninety (90) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.
 4. The County reserves its right to suspend any further payments to the Agency until it receives a sufficient *Subaward Advance Reconciliation Report* from the Agency. Nothing in this "**Exhibit G**" should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.
- E. The Agency shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the "**Payment**" section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Agency, that:

1. The Agency understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Agency's actual, immediate cash requirements for carrying out the *Scope of Work*.
3. The Agency shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Agency, and (2) the Agency's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
4. The Agency has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.
5. The Agency shall make timely payment to its contractors, vendors, and any agencies providing services to the Agency pursuant to the Agreement.
6. Should the Agency be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Agency hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Agency Representative

Anne M. Kasic
Printed Name

Pres/CEO
Official Title

12/19/25
Date