

**PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2019-6-11)**

**Between**

**ORANGE COUNTY, FLORIDA**

**And**

**HEALTH CARE CENTER FOR THE HOMELESS, INC.**

**Regarding**

**THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**FY 2019-2020**

**THIS AGREEMENT** is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Health Care Center for the Homeless, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

**RECITALS**

**WHEREAS**, the County has received a grant from the United States Department of Housing and Urban Development, ("HUD"), under Title I of the Housing and Community Development Act of 1974 (the "Act"); and

**WHEREAS**, in accordance with the Act, HUD has implemented the Community Development Block Grant ("CDBG") Program in order to assist individuals and families in need of public services, through the provision of funding to certain subrecipient entities that operate eligible public service projects ("CDBG Program" or "Program"); and

**WHEREAS**, the County receives certain Community Development Block Grant funds under Grant Number B-19-UC-12-0003 CFDA 14.218 ("CDBG Funds" or "Funds") awarded under the Housing and Community Development Act of 1974; and

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

**WHEREAS**, the Agency is a private not-for-profit corporation with experience providing medical services and mental health and substance abuse counseling and treatment to homeless and low income individuals and households (collectively referred to as "Services"); and

**WHEREAS**, the Agency proposes to provide such Services at the Agency's facility located in Orange County, Florida ("the Project"); and

**WHEREAS**, the County finds that the Services proposed by the Agency serve a valid public purpose which will fulfill the purposes and policies of the Act and the CDBG Program and has designated the Agency to serve as a subrecipient in the receiving of Funds under the Grant; and

**WHEREAS**, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the CDBG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG 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**

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**

Section 1. **Compliance with National Objectives.** The Agency, as a sub-recipient of CDBG Funds, agrees 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"). The Agency certifies that the Services provided under this Agreement will benefit indigent and very-low to low-income households whose income records confirm their income eligibility.

Section 2. **Limited Clientele.** Limited clientele refers to clients that are generally presumed by HUD to be principally low-/moderate-income persons. These groups may include abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census Current Population Report's definition of severely disabled, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Exceptions are clients seeking assistance in activities such as acquisition, construction, or rehabilitation of property for housing, and also, where the benefit to low-/moderate income persons is the creation or retention of jobs.

**ARTICLE III**

**SERVICES**

Section 1. **Service Performance and Requirements.**

- 1.1 The Agency agrees to comply with the Code of Federal Regulations (CFR), Title 24, Part 570, with details of HUD requirements concerning CDBG, and all federal regulations and policies issued pursuant to these regulations, as more specifically described in **Exhibit A**, attached hereto and incorporated by this reference (collectively referred to as "Applicable Federal Laws"). The Agency further agrees to utilize Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall have and shall 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 Funds to provide mental health and substance abuse disorder treatment to homeless and low-income individuals in order to increase their overall well-being (hereinafter collectively referred to as “Clients”), in accordance with the terms and conditions set forth in this Agreement.
- 1.4 The Agency shall provide all required professional staff, volunteer workers, and services required for the operation of the Project.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize CDBG Funds to provide the Services contemplated under this Agreement only for those Clients meeting the eligibility requirements. Services to be provided under this Agreement are further described in **Exhibit C** (“Scope of Services”). CDBG Funds shall not be used for any purpose other than those provided for in this Agreement.
- 2.2 CDBG Funds shall be expended only for costs associated with the implementation of those Service activities specified in **Exhibit B** (“Budget”), attached hereto and incorporated by this reference.
- 2.3 The Agency shall continue to meet and comply with all applicable Program Guidelines, and applicable federal laws a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.

Section 3. **Service Area.** The Agency shall provide the Clients with Services at the designated facility located at 232 North Orange Blossom Trail Orlando, FL 32805, or such other address located within Orange County as may be provided to and approved by the County in writing.

**ARTICLE IV**

**RECORDS AND CONFIDENTIALITY**

Section 1. **Records Management.**

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR §200.333 (“Retention Requirements for Records”) as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD and/or any of their authorized representatives shall have full access and right to examine such records which shall include, but not be limited to, 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. The Agency shall keep

documentation which demonstrates that Clients meet the eligibility income guidelines, as set forth in **Exhibit E** (“Income Guidelines”).

- 1.2 Notwithstanding all other retention requirements set forth in the Federal Code 2 CFR §200.33 (“Retention Requirements for Records”) in **Exhibit A**, the Agency shall retain copies of all records related to the Project and this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this five-year period, the Agency shall maintain the records until the litigation (including any associated appeals), claim, or audit findings have been resolved and for a period of five (5) years thereafter.
- 1.3 The records shall be made available to the County and Program Administrator, HUD and/or any of their authorized representatives, who shall have access to and the right to examine any such records during such period. This section shall survive the termination of this Agreement.

Section 2. **Requirements for Personal Information Protection.**

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Services relating to this Agreement. Personal information shall mean an individual’s first name or first initial and last name in combination with any of the following:
  - (a) a social security number;
  - (b) a driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
  - (c) a financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
  - (d) any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
  - (e) an individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as “Personal Information”), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been

contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.

2.5 Notice of such breach to the County shall include the following:

- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
- (b) The number of individuals who were or potentially have been affected by the breach;
- (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- (d) The name, address, telephone number, and e-mail address of the employee, agent, or contractor from whom additional information may be obtained concerning the breach; and
- (e) Any additional information requested by the Program Administrator.

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

3.1 Pursuant to Section 119.0701, Florida Statutes, the Agency must:

- (a) keep and maintain public records required by the County to perform the services contemplated herein.
- (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 back 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 services 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 must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.
- (g) **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, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**PROCUREMENT PUBLIC RECORDS LIAISON**

**400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR, ORLANDO, FL 32801**  
**PROCUREMENTRECORDS@OCFL.NET, 407-836-5897**

Section 4. **Confidentiality.**

- 4.1 To the fullest extent permitted by law, the Agency shall not use or disclose any information concerning a client receiving Services under this Agreement for any purpose not in conformity HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, as set forth in §501.171, Florida Statutes and any other applicable regulations, federal or State laws, except with the written consent of the Service recipient, his/her attorney, or his/her responsible parent or guardian.
- 4.2 With regard to HIPAA, Agency agrees to comply with the following:
- (a) As part of the County's requirements for HIPAA compliance, the Agency shall execute a Business Associate Agreement (hereinafter "BA Agreement"), a copy of which is attached hereto and incorporated into this Contract by this reference as **Exhibit M.**
  - (b) The Agency shall establish and implement policies and procedures that shall ensure compliance with all State and federal laws and regulations for the protection of confidential Client records and electronic exchange of confidential information. Established policies and procedures relating to the creation and storage of all records shall comply with HIPAA Private and Security Rules, regulations set forth by Centers for Medicare and Medicaid Services (CMS), the Agency for Health Care Administration (AHCA), the Florida Department of Health (DOH), and applicable federal and State laws and local regulations. Such security statements shall include, but not be limited to, the following:
    - 1) Areas in which Client contact occurs, the Agency must allow for exchange of personal health or medical information (personal health or medical information hereinafter collectively referred to as "PHI") in a private and confidential manner;
    - 2) Documentation signed and dated by the Client acknowledging that the Client has been fully informed of his/her HIPAA rights to confidentiality;
    - 3) The existence of a controlled and secured area for storing and maintaining active and inactive Client files and medical records in accordance with HIPAA requirements;
    - 4) That Client records are handled and not removed from the Agency's premises, unless done so in accordance with the law;
    - 5) Access to Client records is restricted to authorized personnel of the Agency, Program Administrator or the County and business associates with whom there is a fully executed and current BA Agreement on file;

- 6) Retention of the original or a certified copy of the Client's records by the Agency;
- 7) Client's medical records are not to be left unattended in areas accessible to unauthorized individuals;
- 8) Access to electronic data is strictly controlled;
- 9) Client's medical records and or other PHI are released only upon receipt of written authorization that has been signed by the Client or their legal representative;
- 10) Requests by Clients to review their personal files, including medical records, is honored in a timely fashion and such review is performed in the presence of an authorized Agency staff member;
- 11) Signed acknowledgments by new employees that they are aware of and understand HIPAA and other confidentiality laws, regulations, and policies (hereinafter "Confidentiality Agreement") a copy of which shall be in the respective employee file and available to the Program Administrator and County upon request;
- 12) Establishment of security policies and procedures limiting access to confidential modem numbers, passwords, electronic files, and medical records relating to the Services provided under this Agreement, as applicable;
- 13) The development and implementation of HIPAA policies and procedures addressing Client file and medical record identification, filing methods, copying and faxing, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, and release of information; and
- 14) When applicable, ensuring compliance by the Agency, its staff members, and Service providers with all HIPAA laws and HUD regulations.

## ARTICLE V

### FUNDING AND BUDGET REQUIREMENTS

#### Section 1. Funding.

- 1.1 Funds are received under Grant Number B-19-UC-12-0003 CFDA 14.218 for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants, policy statements, and other federal, state, and local requirements, as applicable.

- 1.2 The Agency understands that this Agreement receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County for the total amount owed.
- 1.3 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.
- 1.4 Should the Grantee, in its sole discretion, find that the Agency is not utilizing Grant Funds in a sufficient manner, the Grantee reserves the right to reduce or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XI herein.

Section 2. **Budget.**

- 2.1 The County shall pay the Agency a total amount up to and not exceeding Fifty Thousand Dollars (\$50,000) from CDBG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.
- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

**ARTICLE VI**

**BILLING REQUIREMENTS AND PAYMENT METHODS**

Section 1. **Billing Requirements.**

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include CDBG Program allowable Services incurred during the prior month and a completed itemized invoice (“Invoice”), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**.
- 1.2 Each Invoice shall be completed in its entirety and shall itemize all CDBG Program approved Services and expenditures incurred by the Agency for the prior month.
- 1.3 Invoices submitted to the Program Administrator 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 Program requirements. Requests for



payment or reimbursement deemed by the Program Administrator, in its sole discretion, not to be eligible shall be rejected by the Program Administrator for payment. The Program Administrator retains the right to reject approval for payment of any expenses or services it deems as failing to meet CDBG Program requirements.

1.4 The Agency shall submit its monthly Invoices in accordance with the following procedures:

- (a) Submit a completed Invoice to the attention of the County's Manager of the Housing and Community Development Division ("Manager") on or before the last day of the month following the month during which CDBG grant-related Services were provided and expenses incurred.
- (b) Submit records of the Grant Funds expended during the prior month along with supporting documentation of payment being made by the Agency. The Program Administrator shall not approve reimbursement requests without evidence of payment having been provided by the Agency. Such evidence shall include, but not be limited to, direct deposit paperwork for salaries and wages, copies of checks, copies of paid bills, payroll records, attendance records, and any documents relating to the expenditures incurred and paid by the Agency relating to the Project.
- (c) The Agency shall ensure that all social security numbers included on documents submitted to the Program Administrator 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 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 earned during the prior month as a result of CDBG Funds utilized for the Project.

1.5 Requests for transfers within approved line items in the project budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the Manager upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

## Section 2. Payment Methods.

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.

- 2.2 Upon review and approval of the Agency's Invoice, the Program Administrator shall submit the Agency's Invoice and supporting documentation to the Orange County Comptroller's Office for processing.
- 2.3 Invoices that are deemed to be incomplete or that fail to include the necessary supporting documentation will be rejected which may result in the delay or possible denial of payment. All checks disbursed from the County shall be made payable to the Agency.
- 2.4 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) 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 Program or this Agreement. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.
- 2.5 The Agency shall repay the County any Funds 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 ninety (90) days after the County's request.
- 2.6 All Funds allocated to the Agency from the County for the current Program year shall be expended according to the budgetary line item expenditures provided for in the Budget (**Exhibit B**).
- 2.7 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit F**), or failure to assist the number of Clients projected, have not been met.
- 2.8 The Agency must submit, with its monthly Invoice, a payment spread sheet 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.

## ARTICLE VII

### PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

#### Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project, and providing the agreed upon Services described herein (**Exhibit C** – "Scope of Services").
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any

expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.

- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds, which were paid in error to the Agency under the terms of this Agreement.
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

Section 2. **Financial Standards.**

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200, Subparts E (“Cost Principles”) and F (“Audit Requirements”).
- 2.2 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200.333 (“Retention Requirements for Records”), and as otherwise established in the Uniform Administrative Requirements and by this Agreement. Such records shall include, but shall not be limited to:
  - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
  - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
  - (c) Chart of Accounts listing all accounts;
  - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
  - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
  - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
  - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
  - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
  - (j) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;
  - (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars (\$1,000.00), and annual inventory reflecting actual value of property; and
  - (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project.
- 2.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded separately from expenditures from other sources. The Agency shall ensure that all Funds received from the County under the CDBG Program are kept in accounts separate and apart from all other funds and accounts of the Agency.
- 2.4 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.5 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.6 All Project accounting records and supporting documents must be maintained in accordance with the retention schedule set forth in the Records and Confidentiality provision of this Agreement. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

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

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency which has been directly generated by a CDBG supported activity or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Grant Funds; proceeds from the disposition of property purchased or improved with CDBG Funds; any interest earned on CDBG Funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income generating activities that are only partially assisted with CDBG funds, such income shall be prorated to reflect the actual percentage of CDBG funds that are used in accordance with 24 CFR §570.500(a).
- 3.3 The Agency shall expend CDBG Program Funds in accordance with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
- (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of 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.
- 3.4 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 Program Funds.
- 3.5 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

**ARTICLE VIII**

**RISK ASSESSMENT, RECORDKEEPING, MONITORING, AND AUDITING**

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

Section 2. **Recordkeeping.**

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

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

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of CDBG Program monitoring and evaluation. This data shall include information of the Services provided and any other data that may be required by the Program Administrator, in its sole discretion, to adequately evaluate the CDBG Program cost and effectiveness of the Services provided.
- 3.2 CDBG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.328 ("Monitoring and Reporting Program Performance") as incorporated in **Exhibit A**. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §200.327 (“Financial Reporting”) as incorporated in **Exhibit A**. In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG regulations.
- 3.8 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 Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

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

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

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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 the Federal Code 2 CFR Part 200, Subpart F (“Audit Requirements”).

- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, Subpart F (“Audit Requirements”), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller’s Office, at the following addresses:

Orange County Board of County Commissioners  
Housing and Community Development Division  
Attn: Program Administrator  
525 E. South Street  
Orlando, Florida 32802-1393

Or electronic mail to: [janna.souvorova@ocfl.net](mailto:janna.souvorova@ocfl.net)

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

Or electronic email to: [jamille.clemens@occompt.com](mailto:jamille.clemens@occompt.com)

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that 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 thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the entity’s fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

In the event the Agency is required to submit their audit (single or 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.

- 5.4 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, AMENDMENTS, AND TERMINATION**

Section 1. **Term.** The term of this Agreement shall be from October 1, 2019 through September 30, 2020.



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

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in the notice provision of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 2 CFR § 200.338 and 2 CFR §200.339, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”). In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the CDBG Funds expended on the Project. Such requirement shall be at the sole discretion of the County.
- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
  - (a) Unauthorized or improper use of Funds for the Project;
  - (b) Failure to comply with the requirements of the CDBG 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 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 twenty-four (24) hour notice delivered in accordance with the requirements set forth in the notice provision of this Agreement.

- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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 Program properties as directed by the County;
  - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
  - (f) Take any other actions directed in writing by the County.

## ARTICLE X

### PERFORMANCE MONITORING AND REPORTING

#### Section 1. Performance Monitoring.

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

Section 2. **Monthly Programmatic Reports.**

- 2.1 The Agency shall submit a Monthly Programmatic Report to the County's Housing and Community Development Division Manager ("Manager"), together with the Invoice on or before the last day of the month following the month during which Services were provided.
- 2.2 The CDBG 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 persons assisted; and
  - (f) Description of Service(s) provided.
- 2.3 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.
- 2.4 The Programmatic Report must demonstrate how the proposed Project can be measured according to the Performance Measurement Standards identified in **Exhibit F**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain CDBG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

**ARTICLE XI**

**ASSIGNMENTS AND SUBCONTRACTS**

Section 1. **Subcontract Requirements.**

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without 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.

- 1.2 The Agency shall not enter into any subcontracts for the Project or related Services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.
- 1.3 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 Federal Code 2 CFR § 200.326 (“Contract Provisions”) when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County’s current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand, Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with CDBG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand, Five Hundred Dollars).
- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County’s procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with CDBG Program Funds. “Property” shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with CDBG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG Program Funds, pursuant to the requirements of the Federal Code 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 Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County’s Manager to continue using the property purchased with CDBG Funds beyond the termination of this Agreement.

### ARTICLE XIII

#### INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

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

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

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- (a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
  - (b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
  - (c) Other property at or surrounding the premises including trees, shrubs, 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, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- (a) Occupational Safety & Health Act (OSHA)
  - (b) National Institute for Occupational Safety & Health (NIOSH)
  - (c) National Fire Protection Association (NFPA)

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

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

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

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain, on a primary basis and at its sole expense, at all time 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 its 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 Contract.
- 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](http://www.floir.com/companysearch) and A.M. Best's Ratings are available at [www.ambest.com](http://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.
- 3.6 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein (**Exhibits J, K, L**). When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.
- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. 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 the Orange County, Florida.
- 3.7 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.
- 3.8 The Agency shall notify the County, not less than thirty (30) business days (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



Section 4. **Vulnerable Persons.**

- 4.1 If the services to be provided in the Scope of Work 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 License Agreement;
  - (c) Be repeated at five (5) year intervals for the duration of this License Agreement and any amendment hereto;
  - (d) Consist of an employment history check; and
  - (e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.
- 4.3 If applicable, the Agency shall provide the Director of the County’s Housing and Community Development Department, 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.

**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 Government  
  County Administrator  
  Orange County Administration Building  
  201 S. Rosalind Avenue  
  Orlando, FL 32801

As to Agency:                   President/CEO  
  Health Care Center for the Homeless, Inc.  
  232 North Orange Blossom Trail  
  Orlando, FL 32805

**ARTICLE XV**

**GENERAL TERMS AND CONDITIONS**

Section 1.     **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with CDBG Program requirements, HUD regulations, and 24 CFR Part 570, as amended from time to time, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, all claims, controversies, or disputes arising out of or relating to this Agreement being settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

Section 2.     **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200; 2 CFR Part 200 subpart F (“Audit Requirements”); and 24 CFR §570.502 and shall submit to the County appropriate documentation evidencing the same. The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG 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) or 24 CFR §570.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit 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 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq.; 42 U.S.C. §6101; 29 U.S.C. §794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall also at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §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 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

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

Section 7. **HIPAA Compliance.**

7.1 Under this Agreement, each Party will limit its transmission of data to the other party only to data that either:

(a) Is not protected health and/or personally identifiable information; or

- (b) Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR Section §165.414.

7.2 Should the need for the transmission of protected health and/or personally identifiable information arising pursuant to this Agreement, the Party transmitting that protected health and/or personally identifiable information shall ensure – before that transmission – that:

- (a) a Business Associate Agreement is executed; and
- (b) all the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

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

Section 9. **Debarment and Suspension.** Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

- 9.1 The Agency acknowledges and understands that the regulation at 2 C.F.R. Part 180 specifically prohibit the County from entering into a “covered transaction” with a party listed on the System for Award Management (“SAM”) Exclusions list. The SAM Exclusions List is maintained by the General Services Administration that contains the names of parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 CFR §180.530.
- 9.2 If the Agency has not already done so, prior to the execution of this Agreement, the Agency shall register for SAM using the DUNS® identification number under which it is entering this Agreement.
- 9.3 The County will not execute this Agreement without verifying that the Agency has been, or already is, registered with SAM (**Exhibit M**).
- 9.4 Should the County inadvertently execute this Agreement without first confirming registration of the Agency with SAM, it maintains the right to demand that the Agency register for SAM as soon as that oversight is discovered.
- 9.5 The County reserves the right to institute additional restrictions and conditions to this subaward, terminate this Agreement, and/or pursue any other remedy available under local, state, and federal law, should the Agency:
  - (a) Refuse to register for SAM;

- (b) Refuse to maintain an active registration with SAM;
  - (c) Be added to the SAM Exclusions list during the course of its performance under this Agreement; and/or
  - (d) Fail to notify the County of any change in its status under the SAM system.
- 9.6 The Agency is required to verify that the Agency, its principals (defined at 2 CFR §1 80.995), and/or its affiliates (defined at 2 CFR § 180.905) are not excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR § 180.935).
- 9.7 The Agency must comply with 2 CFR Part 180, subpart C (“Responsibilities of Participants Regarding Transactions Doing Business With Other Persons”) and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.8 The Agency certifies that it understands and has complied with the terms of this Section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency did not comply – or has not complied- 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 and/or debarment.

Section 10. **Conflict of Interest.** In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR § 200. The Agency shall comply with the conflict of interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR § 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG 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-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 (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

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

## **ARTICLE XVI**

### **MISCELLANEOUS**

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

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

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

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 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 5. **Procurement of Recovered Materials.**

- 5.1 The Agency understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. §6962) should it purchase:
  - (a) An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
  - (b) Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
- 5.2 The Agency, when making purchases that meet the thresholds listed in subparts “5.1(a)” and “5.1(b)” of this Section, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - (b) Meeting Agreement performance requirements; or
  - (c) At a reasonable price.
- 5.3 The Agency shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparts “5.2(a)” and “5.2(b)” of this Section.
- 5.4 The Agency must make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the

duration of this Agreement and any extension hereto. Not doing so will jeopardize the Agency's ability to be awarded federally-funded contracts by the County in the future.

- 5.5 The Agency must establish an affirmative procurement program which contains the four elements detailed in 40 CFR 247.6 (Affirmative Procurement Programs).
- 5.6 The Agency acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Section 6. **Clean Air Act.** If this Agreement's value exceeds one hundred and fifty thousand dollars (\$150,000) in value, the Agency agrees to:

- 6.1 Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.;
- 6.2 Report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
- 6.3 Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

Section 7. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred and fifty thousand dollars (\$150,000) in value, the Agency agrees to:

- 7.1 Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;
- 7.2 Report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
- 7.3 Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

Section 8. **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 Awarding Agency.

Section 9. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Agency, or any other party pertaining to any matter resulting from this Agreement.

Section 10. **Scrutinized Companies.**

- 10.1 By executing this Agreement, the Subrecipient certifies that it is eligible 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.
- 10.2 Specifically, by executing this Agreement, the Subrecipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is **not** engaged in a boycott of Israel.
- 10.3 Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it 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.
- 10.4 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
  - a. Have falsified its 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 Statute subsequent to entering into this Agreement with the County.
- 10.5 If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- 10.6 If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County’s termination.



- 10.7 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. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr. 2014).**

- 11.1 This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation 3.908.
- 11.2 The Agency shall inform its employees in writing in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- 11.3 The Agency shall insert the substance of this clause in all subcontracts that exceed one hundred and fifty thousand dollars (\$150,000) in value.

Section 12. **Waiver.** No delay or failure on the part of any party hereto to excise any right or remedy accruing to such party upon the occurrence of such event of violation shall affect any such right or remedy, be held to 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 a subsequent event of violation.

Section 13. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County as per Section 2-3, Orange County Code.

Section 14. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

Section 15. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their respective successors and permitted assigns, the Federal Government (and its pass-through entity, if applicable), any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 16. **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 17. **Signatory.** Each signatory below represents and warrants that he or she has the 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 18. **Counterparts and Facsimile 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 transmission of signature pages to the other parties at the addresses set forth herein, 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 facsimile delivery.

Section 19. **Conflicts.** The terms of the Federal Award shall control over any conflicting terms in any referenced agreement or document.

Section 20. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: Bryan W. Demings  
for Jerry L. Demings  
Orange County Mayor

Date: 3 Dec 19

ATTEST:

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

BY: Media P...  
for Deputy Clerk

Date: DEC 05 2019

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HEALTH CARE CENTER FOR THE HOMELESS, INC.

*Bakari Burns*

Bakari Burns

TITLE: President/CEO

AND

BY:

*C. Bruce Gordy*

Board Chairman or Authorized Representative

*C. Bruce Gordy*

(Print or Type Name)

NOTARY:

STATE OF: Florida  
COUNTY OF: Orange

The foregoing instrument was acknowledged before me: on this 12<sup>th</sup> day of November, 2019, by Bakari Burns, in their official capacity as President/CEO for the Agency.

Personally Known  
 Produced Identification. ID Type: \_\_\_\_\_

Signature Notary Public  
Print, Type/Stamp Name of Notary

*Sandra K. McClellan*  
Sandra K. McClellan  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG326868  
Expires 4/22/2023



NOTARY:

STATE OF: Florida  
COUNTY OF: Orange

The foregoing instrument was acknowledged before me: on this 12<sup>th</sup> day of November, 2019, by C. Bruce Gordy, in their official capacity as the Board Chairman or Authorized Representative for the Agency.

Personally Known  
 Produced Identification. ID Type: \_\_\_\_\_

Signature Notary Public  
Print, Type/Stamp Name of Notary

*Sandra K. McClellan*  
Sandra K. McClellan  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG326868  
Expires 4/22/2023



**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS**

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

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR § 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.
6. Clean Air Act, as amended (42 U.S.C., §§ 7401-7515.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and subpart A) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (Public Law 102-575).
13. 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.

**14. 2 CFR § 200.327 Financial reporting.**

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

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

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

award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

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

- (iii) Federal Award Identification Number (FAIN);
  - (iv) Federal Award Date (see 2 CFR § 200.39 Federal award date);
  - (v) Subaward Period of Performance Start and End Date;
  - (vi) Amount of Federal Funds Obligated by this action;
  - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
  - (viii) Total Amount of the Federal Award;
  - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
  - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
  - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - (xii) Identification of whether the award is R&D; and
  - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR § 200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
  - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
  - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in 2 CFR § 200.414 Indirect (F&A) costs, paragraph (b) of this Part.
  - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, 2 CFR § 200.300 (“Statutory and national policy requirements”) through 2 CFR § 200.309 (“Period of performance”), and Subpart F-Audit Requirements of this Part; and
  - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
    - (1) The subrecipient's prior experience with the same or similar subawards;



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

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 (“Remedies for noncompliance”) of this Part and in program regulations.

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

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

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

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

**18. 2 CFR § 200.336 Access to records.**

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

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

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under 2 CFR § 200.315 ("Intangible property"). Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

**20. 2 CFR § 200.338 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 2 § 200.207 (“Specific Conditions”). If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

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

**21. 2 CFR § 200.339 Termination.**

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 CFR §200.343 (“Closeout”) and 2 CFR § 200.344 (Post-Closeout Adjustments and Continuing Responsibilities”).

**22. 2 CFR § 200.340 Notification of termination requirement.**

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

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

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

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

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

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

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

- (a) The closeout of a Federal award does not affect any of the following:
  - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
  - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
  - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, 2 CFR §§ 200.310 (“Insurance Coverage”) through 200.316 (“Property Trust Relationship”).
  - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, 2 CFR §§ 200.333 (“Retention Requirements for Records”) through 200.337 (“Restrictions on Public Access to Records”).
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

**26. 2 CFR § 200.345 Collection of amounts due.**

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
  - (1) Making an administrative offset against other requests for reimbursements;
  - (2) Withholding advance payments otherwise due to the non-Federal entity; or
  - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 904.4). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B  
BUDGET**

**HEALTH CARE CENTER FOR THE HOMELESS, INC.  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
GRANT PERIOD October 1, 2019 – September 30, 2020**

<b>Direct Costs</b>	<b>Total Cost</b>
Personnel Costs – Salaries for service delivery personnel and associated costs (payroll taxes)	\$50,000
<b>TOTAL BUDGET</b>	<b>\$50,000</b>

**ACTIVITY:** The Agency will utilize CDBG funds to provide mental health and substance abuse services to homeless and low-income individuals.

**PROJECTED OUTPUTS/OUTCOMES:** The Agency will provide assistance to two hundred fifty (250) unduplicated program participants.

**EXHIBIT C**  
**SCOPE OF SERVICES**

**HEALTH CARE CENTER FOR THE HOMELESS, INC.**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**GRANT PERIOD October 1, 2019 – September 30, 2020**

**OBJECTIVE(S):** To provide quality health care services that will improve the lives of the homeless and medically indigent people of the community.

**PLANNED ACTIVITIES:** The Agency will provide mental health and substance abuse disorder counseling and treatment to homeless and low-income individuals in order to increase their overall well-being. Services to be provided include mental health screenings for patients; assessment and management of crises; therapeutic services; facilitated group counseling sessions; management of psychotropic medication; and making appropriate referrals for care within the health center and through other community resources.

**ANTICIPATED OUTPUTS/OUTCOMES:** The Agency will provide assistance to **two hundred fifty (250)** unduplicated program participants during the period starting October 1, 2019 through September 30, 2020.

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

1. Improved access to mental health and substance abuse services for homeless and at-risk patients in Orange County;
2. Increased housing access for homeless and precariously housed patients; and
3. Improved overall health of homeless and at-risk patients in Orange County.

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

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

**TIMELINE:** Projected activities are expected to be carried out during the period starting October 1, 2019 and ending September 30, 2020.

**KEY RESPONSIBLE PERSONNEL:** Janet Hutchinson, MSW, PMHNP-C, ANP-C, Addiction-C, PhD; Licensed Behavioral Health Provider.



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 DUNS number and registration on [www.sam.gov](http://www.sam.gov) current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

**EXHIBIT D  
INVOICE**

INVOICE NUMBER \_\_\_\_\_ MONTH \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Grant Name/Project: \_\_\_\_\_

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

DESCRIPTION	AMOUNT BILLED
<b>TOTAL</b>	

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

Signature of Preparer: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E  
INCOME GUIDELINES**

**Gross Income  
2019 Area Median (Family) Income (AMI) in Orange County, Florida  
\$65,100**

<b>Persons in Household</b>	<b>Maximum Income Extremely Low 30%</b>	<b>Maximum Income Very Low 50%</b>	<b>Maximum Income Low 50-80%</b>
<b>1</b>	<b>14,600</b>	<b>24,300</b>	<b>38,850</b>
<b>2</b>	<b>16,650</b>	<b>27,800</b>	<b>44,400</b>
<b>3</b>	<b>18,750</b>	<b>31,250</b>	<b>49,950</b>
<b>4</b>	<b>20,800</b>	<b>34,700</b>	<b>55,500</b>
<b>5</b>	<b>22,500</b>	<b>37,500</b>	<b>59,950</b>
<b>6</b>	<b>24,150</b>	<b>40,300</b>	<b>64,400</b>
<b>7</b>	<b>25,800</b>	<b>43,050</b>	<b>68,850</b>
<b>8</b>	<b>27,500</b>	<b>45,850</b>	<b>73,300</b>

**DEFINITIONS**

**LOW INCOME:** Households whose incomes do not exceed eighty (80) percent 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 fifty (50) percent 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 percent of the median family income of the area, as determined by HUD with adjustments for smaller and larger families.

**NOTE:** The income levels are provided by HUD annually, and are subject to change. Data effective as of June 28, 2019.

**EXHIBIT F  
CDBG MONTHLY PROGRAMMATIC REPORT**

Report for Month of: \_\_\_\_\_ Agency/Project Title: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Total Program Participants (Goal): **250** Program Participants \_ Total Households members

<b>SECTION 1</b>	<b>Total New for Month Program Participants</b> *(Unduplicated ) served with CDBG		<b>Year-to-Date Program Participants *(Unduplicated )</b> served with CDBG	
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)				
<b>TOTAL</b> (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
<b>SECTION 2</b>	<b>Total New for Month Program Participants</b> *(Unduplicated ) served with CDBG		<b>Year-to-Date Program Participants *(Unduplicated )</b> served with CDBG	
	<b>Hispanic or Latino</b>	<b>Not Hispanic or Latino</b>	<b>Hispanic or Latino</b>	<b>Not Hispanic or Latino</b>
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				
<b>TOTAL</b> (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 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:** Suitable Living Environment

**Outcome:** Availability/Increased Access

**Grant Year: 2019-2020**

**SECTION 3**

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

	<u>Program Participants</u>	<u>Additional Household Members</u>	<u>Total Persons Assisted</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:	_____	_____	_____
<b>Total:</b>	_____	_____	_____

**TOTAL HOUSEHOLDS ASSISTED** \_\_\_\_\_

**If applicable, e.g. for public facilities assisted with CDBG funds, indicate the number who:**

Now have new access to this type of public facility or infrastructure improvement:	_____	_____	_____
Now have improved access to this type of public facility or infrastructure improvement:	_____	_____	_____
Now are served by public facility or infrastructure that is no longer substandard:	_____	_____	_____
<b>Total:</b>	_____	_____	_____

**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 September of 2019. Please do not alter. If necessary, additional information may be added on separate page.

**EXHIBIT G  
SUB-RECIPIENT MONITORING GUIDELINES**

**CDBG Grantee:** \_\_\_\_\_

**CDBG Contract #** \_\_\_\_\_

**Sub-recipient Name:** \_\_\_\_\_

**Approved Amount: \$** \_\_\_\_\_

1. Activity Name: \_\_\_\_\_
2. Activity Description/Services to be Provided: \_\_\_\_\_
3. Any Special Conditions: \_\_\_\_\_
4. Number of Payment Requests to Date: \_\_\_\_\_ Amount Requested to Date: \$ \_\_\_\_\_
5. Total Disbursed to Date: \_\_\_\_\_ Balance: \$ \_\_\_\_\_
6. Comments: \_\_\_\_\_

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 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**HEALTH CARE CENTER FOR THE HOMELESS, INC.**

By: Barbara A. Burr

Title: President & CEO

Date: 11/12/19



**EXHIBIT K**  
*(if /as applicable)*

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY      WC 00 03 13  
(Ed. 4-84)

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**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 \_\_\_\_\_

**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.

**EXHIBIT M  
BUSINESS ASSOCIATE AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT**

**Between**

**ORANGE COUNTY, FLORIDA**

**And**

**HEALTH CARE CENTER FOR THE HOMELESS, INC.**

**Regarding**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
PRIVACY, BREACH AND SECURITY RULES AND THE  
FLORIDA INFORMATION PROTECTION ACT (FIPA)**

**THIS BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter “County”), through its Housing and Community Development Division (hereinafter “Covered Entity”), and Health Care Center for the Homeless, Inc., a qualified non-profit corporation registered under the laws of the State of Florida (hereinafter “Business Associate”). The County and Business Associate may be referred to herein individually as “Party” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, Orange County meets the definitions of a Covered Entity under 45 CFR §164.103; and

**WHEREAS**, Orange County has been designated as a Hybrid Entity under the HIPAA Privacy and Security Rules of 45 CFR §164.105; and

**WHEREAS**, Orange County, as a Covered Entity, pursuant to 45 CFR §164.105(a)(2)(iii)(D) has documented that Orange County’s Health Services Department is a health care component of the County; and

**WHEREAS**, Orange County Housing and Community Development Division will be treated as a “Covered Entity” under the terms of this Agreement; and

**WHEREAS**, the County intends to enter into a Project Administration Agreement (known as “Agreement #2019-6-11”) with the Agency to provide services outlined in the Scope of Service (**Exhibit C** of the Agreement #2019-6-11) that serve a valid public purpose and fulfill the purposes and the policies of the Housing and Community Development Act of 1974 and Community Development Block Grant program; and

**WHEREAS**, in connection with providing services to the Covered Entity (“Services”) by the Business Associate, the Covered Entity discloses to the Business Associate certain Protected Health Information (“PHI”) that is subject to protection under the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164; and

**WHEREAS**, the HIPAA Privacy and Security Rules requires that Covered Entity receive adequate assurances that the Business Associate will comply with certain obligations with respect to the PHI received in the course of providing Services to or on behalf of Covered Entity; and

**WHEREAS**, the purpose of this Agreement is to comply with the requirements of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes; and

**WHEREAS**, the Parties wish to expand the Agreement #2019-6-11 by adopting this Business Associate Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, agreements and obligations herein stated, the Parties agree as follows:

**I. INCORPORATION OF RECITALS**

- 1.1 **Recitals Incorporated.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement.
- 1.2 **HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, and the Florida Information Protection Act, Section 501.171, Florida Statutes. Incorporated.**
- 1.3 The Parties hereby incorporated into the Agreement, the requirements and obligations imposed upon them by the HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes. To the extent that the Agreement imposed more stringent requirements than those contained in HIPAA Privacy and Security Rules 45 CFR Parts 160,162, and 164, and the Florida Information Protection Act, § 501.171, Florida Statutes, those more stringent requirements of the Agreement will control.

**II. DEFINITIONS.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 162.103, 164.103, 164.402, and 164.501, and §501.171, Florida Statutes.

- 2.1 **Breach.** Breach shall have the meaning given to such term as found in 45 CFR § 164.402, and the Florida Information Protection Act, § 501.171, Florida Statutes.
- 2.2 **Designated Record Set.** A group of records maintained by or for a covered entity that is: (A) The medical records and billing records about individuals maintained by or for a covered health care provider; (B) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (C) Used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity.

- 2.3 **Disclosure.** The release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 2.4 **Florida Information Protection Act.** Florida Information Protection Act (“FIPA”) codified at Section 501.171, Florida Statutes.
- 2.5 **HIPAA Privacy and Security Rules.** Standards for Privacy, Security, Breach, Notification, and Enforcement at 45 CFR Parts 160, 162 and 164.
- 2.6 **Individual.** The person who is the subject of PHI, and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 2.7 **Individually Identifiable Health Information.** Information that is a subset of health information, including demographic information collected from an individual, and: (A) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (B) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 2.8 **Party or Parties.** The terms the Covered Entity and Business Associate may be referred to in this Agreement, individually or collectively.
- 2.9 **Privacy Officer.** The individual designated by the County or Covered Entity, pursuant to 45 CFR § 164.530, who is responsible for the development and implementation of the Covered Entity’s policies and procedures as they related to the HIPAA Privacy and Security Rules.
- 2.10 **Personal Information.** Personal Information (“PI”) means either of the following:
- 2.10.1 An individual’s initials, first name or first initial and last name in combination with any one or more of the following data elements for that individual:
- 2.10.1.1 A social security number;
- 2.10.1.2 A driver’s license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- 2.10.1.3 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;

- 2.10.1.4 Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
  - 2.10.1.5 An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
  - 2.10.1.6 Any other identifier, as referenced in the Department of Health & Human Services “Safe Harbor Standards”
  - 2.10.1.7 The term does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
  - 2.10.1.8 A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.11 **Protected Health Information.** Protected Health Information (“PHI”) is individual identifiable health information that is or has been created, received, transmitted or maintained in any form or medium, on or behalf of the Covered Entity, with the exception of education records covered by the Family Educational Rights and Privacy Act, as amend, 20 U.S.C. 1232g, and the health care records of students at post-secondary educational institutions or of students eighteen (18) years of age or older, used exclusively for their health care treatment which have not been disclosed to anyone other than a health care provider at the student’s request.
- 2.12 **Required by law.** Required by law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- 2.13 **Secretary of HHS.** Secretary of Health and Human Services or any other officer or employee of Health and Human Services (“HHS”) to whom the authority involved has been delegated.
- 2.14 **Security Incident or Incident.** Security Incident or Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI contained in any form or interference with system operations in an information system that contains PHI or PI.



- 2.15 **Use.** Use shall mean the sharing, employment, application, utilization, examination, or analysis of PI or PHI within an entity that maintains such information.

### III. SCOPE OF AGREEMENT

- 3.1 **Independent Status of Parties.** The Parties agree that they are and shall be independently responsible for complying, and shall independently comply, with the HIPAA Privacy and Security Rules and FIPA as it may be amended from time to time. The Parties further agree that they are and shall be responsible for their own actions and conduct and shall not assume responsibility for the actions and conduct of one another. The Parties agree that they are and shall independently maintain all corporate formalities establishing separate and individual control by each organization's board of directors, as applicable.
- 3.2 Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, the County, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

### IV. PRIVACY OF PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION

- 4.1 **Permitted Uses and Disclosures of PHI and PI by Business Associate.** Business Associate may use or disclosure PHI and PI received from Covered Entity to its officers and employees. Business Associate may disclose PHI and PI to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit PHI and PI on its behalf if the Business Associate obtains satisfactory assurances in accordance with 45 CFR §164.504(e)(1)(i) and § 501.171(2) that the subcontractor will appropriately safeguard the information. All other uses or disclosures not authorized by this Agreement or otherwise governed by law are prohibited.
- 4.2 **Responsibilities of Business Associate.** Regarding the use or disclosure of PHI and PI, Business Associate agrees to:
- 4.2.1 Only use or further disclose the PHI and PI as allowable under this Agreement or applicable law.
- 4.2.2 Only use or further disclosure PHI and PI in a manner that would not violate the HIPAA Privacy and Security Rules or FIPA if done so by the Covered Entity.
- 4.2.3 Establish and implement appropriate procedures, physical, and technical safeguards to prevent improper access, uses, transmissions, or disclosures of PHI and PI for mitigating to the greatest extents possible under the circumstances any

deleterious effects from any improper access, use, or disclosure of PHI and PI that Business Associate reports to Covered Entity. Safeguards shall include, but are not limited to, the implementation and use of electronic security measures to safeguard electronic data, requiring employees to agree to access, use, or disclose PHI and PI only as permitted or required by this Agreement and taking related disciplinary action for inappropriate access, use or disclosure, as necessary.

- 4.2.4 Report to Covered Entity's Privacy Officer, in writing, any suspected or confirmed access, use or disclosure of PHI or PI, regardless of form, not permitted or required by this Agreement of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such unauthorized use or disclosure.
- 4.2.5 Ensure that Business Associate's subcontractors or agents to whom Business Associate provides PHI or PI, received from, created, or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to PHI and PI, and ensure that its subcontractors or agents agree to establish and implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of all PHI and PI that it creates receives, maintains, or transmits on behalf of Covered Entity.
- 4.2.6 In order to determine compliance with HIPAA Privacy and Security Rules and FIPA, the Business Associate must make its records, books, accounts, agreements, policies, and procedures available to the Secretary of HHS for determining the Covered Entity's compliance with the HIPAA Privacy and Security Rules, and also, with the State of Florida, Department of Legal Affairs to determine the Covered Entity's compliance with FIPA.
- 4.2.7 Use or disclosure to its subcontractors, agents, other third parties, and Covered Entity, only the minimum PHI and PI necessary to perform or fulfill a specific function required or permitted hereunder.
- 4.2.8 Provide information to Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of disclosures within five (5) days of receiving a written request from Covered Entity, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.
- 4.2.9 At the request of, and in the time and manner designated by Covered Entity, provide access to the PHI and PI maintained by Business Associate to Covered Entity or individual, if Business Associate maintains a Designated Records Set on behalf of Covered Entity.

4.2.10 At the request of, and in the time and manner designated by Covered Entity, make any amendment(s) to the PHI and PI when directed by Covered Entity, if Business Associate maintains a Designated Record Set on behalf of Covered Entity.

4.2.11 Establish and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI and PI Business Associate creates, receives, maintains or transmits on behalf of Covered Entity.

4.2.12 Report to Covered Entity any Security Incident involving PHI and PI that Business Associate discovers.

4.3 **Compliance with Covered Entity's Policies.** Business Associate hereby agrees to abide by Covered Entity's policies and practices relating to the confidentiality, privacy, and security of PHI and PI.

4.4 **Use of PHI and PI for Management and Administration or Legal Responsibilities of Business Associate.** The Business Associate may use PHI and PI received by the Covered Entity pursuant to this Agreement for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

However, Business Associate will only be allowed to use PHI and PI for the aforementioned uses if (A) the disclosure is required by law; or (b) the Business Associate obtains reasonable assurances from the person to whom the PHI and PI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified the Business Associate of any instances in which the person is aware of a confidentiality breach of PHI or PI.

4.5 **Data Aggregation Services.** With respect to PHI and PI created or received by the Business Associate in its capacity as the Business Associate of the Covered Entity, Business Associate may combine such PHI and PI it has received from the Covered Entity with the PHI and PI received by the Business Associate in its capacity as a Business Associate of another Covered Entity to permit data analysis that relate to the health care operation of the respective Covered Entity, if data analyses is part of the Services that Business Associate is to provide to Covered Entity.

4.6 **Compliance.** Business Associate agrees to keep all PHI and PI confidential and secure in compliance with the provisions of this Agreement and according to current state and federal laws.

## V. CONFIDENTIALITY

- 5.1 In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including, but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identifiable as confidential (“Confidential Information”) of the other Party.
- 5.2 For purposes of this Agreement, Confidential Information shall **not** include PHI, the security and privacy of which is the subject of this Agreement. The Parties including their employees, agents, or representatives shall (A) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (B) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.
- 5.3 This provision shall not apply to Confidential Information: (A) after it becomes publically available through **no fault** of either Party; (B) which is later publically released by either Party in writing; (C) which is lawfully obtained from third parties without restrictions; or (D) which can be shown to be previously known or developed by either Party independently of the other Party.

## VI. SECURITY

- 6.1 **Security of Electronic Protected Health Information and Personal Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI (as defined in 45 C.F.R. §160.103) and PI (as defined by § 501.171, Florida Statutes) that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity consistent with the HIPAA Privacy and Security Rules and FIPA.
- 6.2 **Reporting Security Incidents.** Business Associate will report to the Covered Entity and County’s Privacy Officer any Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of Electronic PHI or PI; or (2) (a) modification or destruction of Electronic PHI or PI or (b) interference with system operations in an information system containing Electronic PHI or PI.

## VII. REPORTING REQUIREMENTS

- 7.1 **Reporting.** The Business Associate shall make a good faith effort to identify any use or disclosure of protected information not provided for in this Agreement.

7.2 **To Covered Entity.** The Business Associate will report to the Covered Entity and the County's Privacy Officer, within (2) business days of discovery, any use or disclosure of PHI or PI not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity and the County's Privacy Officer within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured PHI and PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

Title: Orange County's Privacy Officer,  
Health Services Department  
Telephone: (407) 836-9214  
Fax: (407) 836-2856  
Address: 2002 A. E. Michigan Street, Orlando, FL 32806  
E-Mail: [privacy.officer@ocfl.net](mailto:privacy.officer@ocfl.net)

- 7.2.1 Reports of Security Incidents shall include a detailed description of each Incident, at a minimum to include the date of the Incident, the nature of the Incident, the information involved, whether the information was accessed, disclosed, used, modified, destroyed, etc., and the identities of the individual(s) and their relationship to the Business Associate, a description of the Business's response to each Incident, and the name and title of the individual the Covered Entity should contact for additional information.
- 7.2.2 Business Associate will conduct such further investigation as is reasonably required by the Covered Entity and promptly advise the Covered Entity of additional information pertinent to the Incident.
- 7.2.3 Business Associate will cooperate with Covered Entity in conducting any required risk analysis related to such Security Incident(s).
- 7.2.4 Business Associate will cooperate with Covered Entity in complying with any applicable notification requirements pursuant to the Breach Notification Rule and/or pursuant to Florida law (including but not limited to §§ 501.171 and 817.5681, Florida Statutes), and in taking steps determined by Covered Entity to be necessary to mitigate any potential harm caused by a Security Incident. Business Associate will pay and/or reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of, and /or mitigating potential harm caused by a Security Incident caused by Business Associate and/or its subcontractors or agents.

- 7.3 **To Individuals.** In the case of a breach of PHI or PI discovered by the Business Associate, the Business Associate shall first notify the Covered Entity and the County's Privacy Officer of the pertinent details of the breach and upon prior approval of the County's Privacy Officer shall notify each individual whose unsecured PHI or PI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the web site of the Business Associate involved or notice in major print or broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured PHI or PI, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.
- 7.4 **To Media.** In the case of a breach of PHI discovered by the Business Associate where the unsecured PHI of more than five hundred (500) persons or unsecured PI or more than five thousand (5,000) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall provide notice to prominent media outlets serving the State or relevant portion of the State involved.
- 7.5 **To HHS and the State of Florida Department of Legal Affairs.** The Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of HHS, of unsecured PHI and to the State of Florida, Department of Legal Affairs of unsecured PI that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of HHS documenting such breaches occurring in the year involved.
- 7.6 **Content of Notices.** All required notices shall include the content set forth by 45 C.F.R § 164.404 and FIPA. Notification to individuals except that references therein to a "covered entity" shall be read as references to the Business Associate.

Regardless of the method by which notice is provided to individuals under this section, notice of a breach shall include, to the extent possible, the following: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (2) a description of the types of unsecured PHI and PI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, or disability code); (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the covered entity involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches; (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, web site, or postal address.

- 7.7 **Notice to Credit Reporting Agencies.** In the case of a breach of PI discovered by the Business Associate where the unsecured PI of more than one thousand (1,000) individuals has reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate shall notify all consumer reporting agencies nationwide that complete and maintain files in accordance with the provisions of § 501.171(5).
- 7.8 **Financial Responsibility.** The Business Associate shall be responsible for all costs related to the notice required by this Section.
- 7.9 **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of use or disclosure of PHI or PI in violation of this Agreement, the HIPAA Privacy and Rules, and FIPA.

## VIII. TERMINATION

- 8.1 **Automatic Termination.** Covered Entity is authorized to automatically terminate this Agreement if it determines that the Business Associate has violated a material term of the Agreement.
- 8.2 **Opportunity to Cure or Terminate.** At the Covered Entity's sole discretion, Covered Entity may either; (a) provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach, or end the violation within the reasonable time specified by Covered Entity; or (b) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 8.3 **Effects of Termination.** Termination of this Agreement shall not affect any claim or rights that arise based on the acts or omissions of the Parties prior to the effective date of termination.

#### 8.4 **Duties of Business Associate Upon Termination of Agreement.**

8.4.1 When this Agreement is terminated, the PHI and PI that Business Associate received from, created, or received on behalf of Covered Entity must be destroyed or returned to Covered Entity, at the Business Associate's expense, including all PHI and PI in the possession of Business Associate's subcontractors or agents. However, if Business Associate determines that returning or destroying PHI and PI is not feasible, Business Associate must maintain the privacy protections under this Agreement and according to applicable law for as long as Business Associate retains the PHI and PI, and Business Associate may only use or disclose the PHI and PI for specific uses or disclosures that make it necessary for Business Associate to retain the PHI and PI.

8.4.2 If Business Associate determines that it is not feasible for Business Associate to return PHI or PI in the subcontractor's or agent's possession, the Business Associate must provide a written explanation to Covered Entity of such reasons and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractor's or agent's use or disclosure of any PHI and PI retained after the termination of this Agreement, and to limit any further uses or disclosures for the purposes that make the return or destruction of the PHI or PI not feasible.

### IX. MISCELLANEOUS

9.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities are governed by federal, state, and local laws, including the regulations, rules, and policies of the U.S. Department of Health and Human Services including, but not limited to, HIPAA Privacy and Security Rules, FIPA, and their accompanying regulations. The Parties further recognize and agree that this Agreement is subject to new legislation as well as amendments to government regulations, rules, and police, and agree to amend this Agreement accordingly.

9.2 **No Third party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties any rights, remedies, obligations, or liabilities whatsoever.

9.3 **Survival.** The rights and obligations of the Parties in Articles IV, V, VI, VII, and Sections 8.4, 9.6, 9.8, 9.9 shall survive termination of this Agreement indefinitely.

9.4 **Amendment.** This Agreement may be revoked, amended, changed, or modified only by a written amended executed by both Parties.



- 9.5 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be signed by the Business Associate without the express prior written consent of the County.
- 9.6 **Enforcement Costs.** If any legal action or other proceedings, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such Party or Parties may be entitled. Such enforcement costs shall not be dischargeable in bankruptcy.
- 9.7 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules.
- 9.8 **Indemnification.** Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of § 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability for the acts, omissions and/or negligence of the other Party.
- 9.9 **Execution/Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.
- 9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law.
- 9.11 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered, or certified mail, return receipt requested, or sent via nationally recognized and receipted overnight courier service, to the Parties at their respective principal office or record as set forth below or as designed in writing from time-to-time. No notice of a change of address shall be effective until received by the other Party(ies).

**County**

Director, Health Services/EMS  
2002 A E Michigan St  
Orlando, FL 32806  
(407) 836-7611

Copy to:  
Orange County Administrator  
Administration Building, 5th Floor  
201 S Rosalind Avenue  
Orlando, FL 32801

**Business Associate**

President/CEO  
Health Care Center for the Homeless, Inc.  
232 North Orange Blossom Trail  
Orlando, FL 32805

- 9.12 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provision of this Agreement were capable of two constructions, one that rendered the provision void and one that renders the provision valid, then the provision shall have the meaning that renders it valid.
- 9.13 **Successors and Assigns.** Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicate that permission to assign or subcontract has been granted.
- 9.14 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement shall be brought against any of the Parties in the courts of the State of Florida, County of Orange and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the proceeding sentence may be served on any Party anywhere.

- 9.15 **Waiver and Breach.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 9.16 **Entire Agreement.** The original Project Administration Agreement executed by the Parties known as “Agreement #2019-6-11”, this Agreement, and any addenda or attachments thereto shall construe the entire understanding between the Parties as to the rights, obligations, duties, and services to be performed hereunder.

**EXHIBIT N**  
**SUBAWARD/SUB-RECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Health Care Center for the Homeless, Inc.
(a) (ii)	Subrecipient's DUNS number	966333577
(a) (iii)	Federal Award Identification Number (FAIN)	59-3185020
(a) (iv)	Federal Award Date (see 2 CFR §200.39 Federal award date)	October 1, 2019
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2019 - September 30, 2020
(a) (vi)	Amount of Federal Funds Obligated by this action	\$50,000
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$50,000
(a) (viii)	Total Amount of the Federal Award	\$6,680,788
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	Provision of mental health and substance abuse counseling and treatment to homeless and low-income individuals and households
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.218 Community Development Block Grant
(a) (xii)	Identification of whether the award is R&D	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR § 200.414 Indirect (F&A) costs)	Yes, Exhibit B
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A

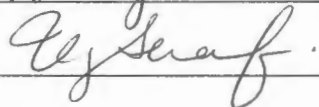
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports	Yes, Exhibits B, C, D, E, F, G, H, I, M
(a) (4)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in 2 CFR § 200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (I) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward	Yes, Exhibit A of Agreement

#### **OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS**

<b>a)</b>	<b>Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:</b>
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
<b>(b)</b>	<b>Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 § 200.207 Specific conditions.</b>
<b>(c)</b>	<b>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:</b>
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.
(d)	<b>Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:</b>
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 ("Audit Services").
(d)	<b>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 ("Audit Requirements").</b>
(f)	<b>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.</b>
(g)	<b>Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 ("Remedies for n=Noncompliance") of this part and in program regulations.</b>
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer: Nancy Sharifi

Signature: 

Title: Manager (or designee)  
Orange County Housing and Community Development Division