



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: November 15, 2016

AGENDA ITEM

October 24, 2016

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

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

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

SUBJECT: November 15, 2016 – Consent Item
Project Administration Agreements

On August 2, 2016, the Board of County Commissioners (BCC) approved Orange County's 2016-2017 Action Plan for community development. The Action Plan was subsequently forwarded to the United States Department of Housing and Urban Development (HUD) for approval. The Action Plan utilizes some of the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funding to support the delivery of social service activities. These activities are targeted to low-income persons, and include, but are not limited to, home delivered meals for the elderly, subsidized childcare, services for the disabled, emergency shelter for the homeless, and supportive services for abused women and children.

To comply with HUD regulations and efficiently implement the projects and activities, Project Administration Agreements with public service agencies are being submitted for approval. The agreements have been reviewed by the County Attorney's Office as to form. A list of the agreements with the amount funded for each agency is attached. The term of each agreement will be from October 1, 2016 through September 30, 2017.

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

ACTION REQUESTED: Approval and execution of Project Administration Agreements between Orange County and public service agencies utilizing Community Development Block Grant and Emergency Solutions Grant funds under Orange County's 2016-2017 Action Plan. All Districts

JVW:MG
Attachments

PARTICIPATING AGENCIES

COMMUNITY DEVELOPMENT BLOCK GRANT

Aspire Health Partners, Inc.	\$ 52,000
Boys and Girls Clubs of Central Florida, Inc.	\$ 38,000
Center for Independent Living in Central Florida, Inc.	\$ 36,000
Coalition for the Homeless of Central Florida, Inc.	\$ 45,000
Community Coordinated Care for Children, Inc.	\$ 186,000
Community Initiatives, Inc.	\$ 30,000
Covenant House Florida, Inc.	\$ 30,000
Grand Avenue Economic Community Development Corp.	\$ 30,000
Harbor House of Central Florida, Inc.	\$ 30,000
Health Care Center for the Homeless, Inc.	\$ 43,000
Jewish Family Services of Greater Orlando, Inc.	\$ 48,000
Life Concepts, Inc.	\$ 48,000
LifeStream Behavioral Center, Inc.	\$ 35,000
Lighthouse Central Florida, Inc.	\$ 40,000
Primrose Center, Inc.	\$ 30,000
Seniors First, Inc.	\$ 115,000

TOTAL (Public Services) \$ 836,000

EMERGENCY SOLUTIONS GRANT

Coalition for the Homeless of Central Florida, Inc.	\$ 125,000
Covenant House Florida, Inc.	\$ 60,000
Family Promise of Greater Orlando Inc.	\$ 49,000
Harbor House of Central Florida, Inc.	\$ 60,749
Heart of Florida United Way (Rapid-Rehousing)	\$ 180,000
Homeless Services Network of Central Florida (HMIS)	\$ 15,000

TOTAL \$ 489,749

PROJECT ADMINISTRATION AGREEMENT (#2016-9-01)
Between
ORANGE COUNTY, FLORIDA
And
ASPIRE HEALTH PARTNERS, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Aspire Health Partners, 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-16-UC-12-0015 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 substance abuse treatment and counseling services (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services to women that are indigent or very-low to low-income and either currently pregnant or postpartum residing at the Agency's facility (located in Orlando, 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

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 §570.208 (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 by providing Services for indigent, very-low, and low-income women who are either pregnant or postpartum deemed to meet the necessary requirements (hereinafter collectively referred to as "Clients"), in accordance with the

terms and conditions set forth in this Agreement. For those Clients with minor children, the Agency agrees to provide the accommodations necessary to allow the children to remain with the respective Client.

- 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 8301 East Colonial Drive, Orlando, Florida 32817, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

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-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of the level of effort that may be requested by 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 Contract. 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 \$52,000 (Fifty-Two Thousand Dollars) 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 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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**).

- 2.6 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.
- 2.7 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, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” (hereinafter referred to as the “Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and

uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.

- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 ("Monitoring and Reporting Program Performance") (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** ("Sub-recipient Monitoring Guidelines").

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party

pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.

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

right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

d) Required Endorsements:

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

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

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

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

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

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

The certificate holder shall read:

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

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
 Aspire Health Partners, Inc.
 5151 Adanson Street, Suite 200
 Orlando, FL 32804

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with 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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaughn*
for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: ASPIRE HEALTH PARTNERS, INC.

Richard (Dick) Jacobs

Richard (Dick) Jacobs

TITLE: President/CEO

AND

BY: Paul Bryan
Board Chairman or Authorized Representative

Paul Bryan
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Richard Jacobs well known to me and known by me to be the President/CEO of Aspire Health Partners, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

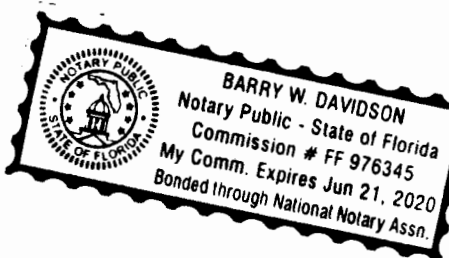


Barry W. Davidson
Notary Public
My Commission Expires: 6/21/20
Barry W. Davidson
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Paul Bryan, well known to me and known by me to be the Board Chairman or Authorized Representative of Aspire Health Partners, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



Barry W. Davidson
Notary Public
My Commission Expires: 6/21/20
Barry W. Davidson
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**ASPIRE HEALTH PARTNERS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel (Salaries and Payroll Taxes)	\$44,827
Indirect Costs	
Administration	\$4,483
Facilities/Other Expenses	\$2,690
TOTAL BUDGET	\$52,000

ACTIVITY: The Agency will utilize CDBG funds to provide substance abuse treatment and counseling to indigent or very-low income pregnant or postpartum women.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to three (3) unduplicated clients.

EXHIBIT C
SCOPE OF SERVICES

ASPIRE HEALTH PARTNERS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To increase the number of Orange County residents who are able to access the highly specialized and gender specific residential substance abuse treatment services.

PLANNED ACTIVITIES: The Agency will provide comprehensive residential substance abuse treatment to qualified indigent very low to low income pregnant or postpartum women and women with children.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to three (3) unduplicated program participants during the period starting October 1, 2016 through September 30, 2017.

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

1. A decrease in the use and/or abuse of prescription drugs, alcohol, tobacco, illicit and other harmful drugs among women;
2. An increase in safe and healthy pregnancies; improved birth outcomes and reduced related effects of maternal drug abuse on infants and children;
3. Improved mental and physical health of women and children;
4. Improved family functioning, economic stability and quality of life; and
5. A decrease in involvement in and exposure to crime, violence, sexual and physical abuse and child abuse and neglect.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Sherie Wildermuth, Program Director; Angela Williams, Clinical Director; Thomasina Hill, Nurse Supervisor; Skye Ratter, Sr. Adult Counselor; Rebekah Rosen, Sr. Adult Counselor; Clovelly Livingston, Case Manager; Kirenica Rodriguez, Case Manager; and Alisha Bowers, Medical Assistant.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 3 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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:** 2016-2017**SECTION 3**

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

	Program Participants	Additional Household Members	Total Persons Assisted
Now have new access to this service or benefit:	_____	_____	_____
Now have improved access to this service or benefit:	_____	_____	_____
Now receive a service or benefit that is no longer substandard:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ASPIRE HEALTH PARTNERS, INC.

By: 

Title: CEO

Date: 10/19/16

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

**EXHIBIT M
BUSINESS ASSOCIATE AGREEMENT**

BUSINESS ASSOCIATE AGREEMENT

**Between
ORANGE COUNTY, FLORIDA**

**And
ASPIRE HEALTH PARTNERS, 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 on November 1, 2016, 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 Aspire Health Partners, 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 #2016-9-01”) with the Agency to provide services outlined in the Scope of Service (**Exhibit C** of the Agreement #2016-9-01) 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 #2016-9-01 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

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
Aspire Health Partners, Inc.
5151 Adanson Street, Suite 200
Orlando, FL 32804

- 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 #2016-9-01”, 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)	Aspire Health Partners, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	045613072
(a) (iii)	Federal Award Identification Number (FAIN)	59-2301233
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$52,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Case management and counseling services for indigent and very-low income women who are either pregnant or postpartum
(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 §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	Yes, Exhibits B, C, D,

	entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section I of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Signature:

Title:

Nancy Sharifi
Nancy Sharifi

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-02)
Between
ORANGE COUNTY, FLORIDA
And
BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Boys & Girls Clubs of Central Florida, 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-16-UC-12-0015 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 afterschool and tutoring programs for homeless children (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services at the Coalition for the Homeless 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

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 §570.208 (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 afterschool and tutoring programs for homeless children in Orange County in need of these services deemed to meet the

necessary requirements (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 639 West Central Boulevard, Orlando, Florida 32801, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$38,000 (Thirty-Eight Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
 - (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:

- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) **Required Endorsements:**
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability

policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waiver subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

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

The certificate holder shall read:

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

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
Boys & Girls Clubs of Central Florida, Inc.
101 East Colonial Drive
Orlando, FL 32801

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the

Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller

As Clerk of the Board of County Commissioners

BY: *Janice Vaupel*

for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

Gary W. Cain
Gary Cain

TITLE: President/CEO

AND

BY: Jennifer S. Tobin

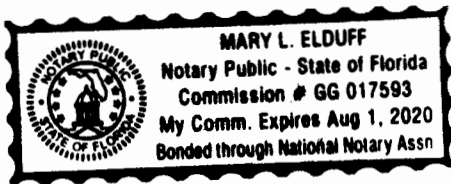
Board Chairman or Authorized Representative

Jennifer S. Tobin
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Gary Cain well known to me and known by me to be the President/CEO of Boys & Girls Clubs of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of OCTOBER, 2016.

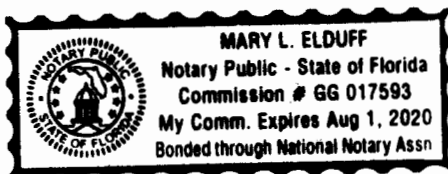


Mary L. Elduff
Notary Public
My Commission Expires: 8/1/2020
MARY L. ELDUFF
Printed Name or Stamp

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, JENNIFER S. TOBIN well known to me and known by me to be the Board Chairman or Authorized Representative of Boys & Girls Clubs of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of OCTOBER, 2016.



Mary L. Elduff
Notary Public
My Commission Expires: 8/1/2020
MARY L. ELDUFF
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

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

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel Costs (Salaries for service delivery personnel and associated payroll taxes)	\$37,893
Program Supplies	\$107
TOTAL BUDGET	\$38,000

ACTIVITY: Boys & Girls Clubs of Central Florida, Inc. will utilize CDBG funds to provide children living in the homeless shelter with afterschool programs focusing on academic success (homework assistance, tutoring), parent-child communication, good character and citizenship, as well as healthy lifestyles.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to seventy-six (76) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): The Agency will provide children with afterschool and tutoring programs with positive youth development activities to help them acquire the values, skills, and knowledge necessary to reach their full potential.

PLANNED ACTIVITIES: The Agency will provide the multifaceted Read, Achieve, Progress, Succeed (RAPS) program to children who are living with their families in the Family Shelter on the campus of the Coalition for the Homeless of Central Florida.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to seventy-six (76) unduplicated program participants during the period starting October 1, 2016 through September 30k 2017.

It is anticipated that the planned activity will result in the following outcomes (for at least 75 percent of regularly attending participant, who are defined as those members attending the Club two or more times per week):

1. Improvement in reading skills based on pre- and post-test assessments;
2. Achieving or maintaining a GPA of 2.0 each grading period, as measured by OCPS academic report cards.
3. Improvement in levels of self-esteem, based on pre-and post-surveys.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Tracy Bell, Education and Outreach Coordinator.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 76 Program Participants _ Total Households members

SECTION 1	Total New for Month Program Participants *(Unduplicated) served with CDBG		Year-to-Date Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	Total New for Month Program Participants *(Unduplicated) served with CDBG		Year-to-Date Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Access to Services**Grant Year:** 2016-2017**SECTION 3**

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

	Program Participants	Additional Household Members	Total Persons Assisted
Now have new access to this service or benefit:	_____	_____	_____
Now have improved access to this service or benefit:	_____	_____	_____
Now receive a service or benefit that is no longer substandard:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

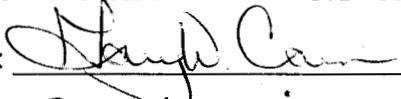
By: 
Title: President & CEO
Date: 10/20/2016

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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
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)	Boys & Girls Clubs of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	064820293
(a) (iii)	Federal Award Identification Number (FAIN)	59-0951887
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$38,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of afterschool and tutoring programs for homeless children
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D, E, F, G, H, I

	agency including identification of any required financial and performance reports;	
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Signature:

Title:

Nancy Sharifi
Nancy Sharifi

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-03)
Between
ORANGE COUNTY, FLORIDA
And
CENTER FOR INDEPENDENT LIVING IN CENTRAL FLORIDA, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Center for Independent Living in Central Florida, 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-16-UC-12-0015 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 employment skills training and job placement assistance to individuals with disabilities in Orange County (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services 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

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 §570.208 (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 employment skills and job placement to individuals with disabilities in Orange County in need of these services deemed to meet the

necessary requirements (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 720 North Denning Drive, Winter Park, Florida 32789, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$36,000 (Thirty-Six Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All 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

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

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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
 - (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:

- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) **Required Endorsements:**
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability

policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

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

The certificate holder shall read:

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

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: Executive Director
Center for Independent Living in Central Florida, Inc.
720 North Denning Drive
Winter Park, FL 32789

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the

Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Martha O. Haynie*
for Deputy Clerk

Date: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: CENTER FOR INDEPENDENT LIVING IN CENTRAL FLORIDA, INC.

Elizabeth Howe
Elizabeth Howe

TITLE: Executive Director

AND

BY: Kimberly Byerly
Board Chairman or Authorized Representative
Kimberly Byerly
(Print or Type Name)

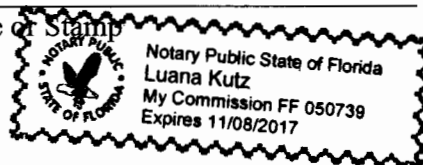
STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Elizabeth Howe well known to me and known by me to be the Executive Director of Center for Independent Living in Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Luana Kutz
Notary Public
My Commission Expires: 10/08/2017

Printed Name or Stamp



STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Kimberly Byerly, well known to me and known by me to be the Board Chairman or Authorized Representative of Center for Independent Living in Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Luana Kutz
Notary Public
My Commission Expires: 10/08/2017

Printed Name or Stamp

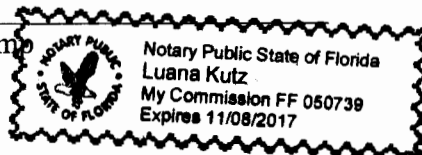


EXHIBIT A
APPLICABLE FEDERAL LAWS

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).

13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.
14. **2CFR §200.327 Financial reporting.**
Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.
15. **2 CFR §200.328 Monitoring and reporting program performance.**
 - (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
 - (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

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

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

All pass-through entities must:

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

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

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

respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and

- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

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

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

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.

- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**CENTER FOR INDEPENDENT LIVING IN CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel – Salaries for service delivery personnel and associated payroll taxes	\$31,500
Utilities/Maintenance	\$1,500
Audit	\$1,000
Insurance	\$1,500
Supplies	\$500
TOTAL BUDGET	\$36,000

ACTIVITY: Center for Independent Living in Central Florida, Inc. will utilize CDBG funds to provide very-low income individuals with disabilities, including youth/students, with personalized employment plans.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to thirty-eight (38) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

CENTER FOR INDEPENDENT LIVING IN CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To help individuals with disabilities achieve independence by providing them with employment skills and job placement.

PLANNED ACTIVITIES: The Agency will provide the “Disability Inclusion: Employment and Youth Transition” program, which is centered on creating individualized employment plans to bring about positive employment outcomes for individuals with disabilities, including youth and students, to qualified program participants.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to thirty-eight (38) unduplicated program participants during the period starting October 1, 2016 through September 30, 2017.

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

1. Increase individual's ability to obtain and maintain employment (measured using the pre- and post-tests);
2. Increase the level of work experience for disabled youth (measured using the Agency's data management system); and
3. Increase the number of disabled individuals obtaining employment (measured using the Agency's data management system).

As part of program evaluation, the Agency will also conduct impact interviews of randomly selected program participants.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Maria Rojas, Employment Specialist; Summer Manning, Teacher/Trainer; Ruben Pareto, Business Development Specialist.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 38 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for through the employee leasing arrangement specified below:

Name of Employee Leasing Company: ADP TotalSource CO XXI, Inc.

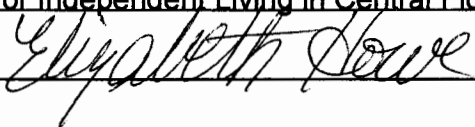
Workers' Compensation Carrier: Aon Risk Services, Inc of Florida

A.M. Best Rating of Carrier: A

Inception Date of Leasing Arrangement: May 11, 2015

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: Center for Independent Living in Central Florida, Inc.

Signature of Owner/Officer 

Title: Executive Director

Date: October 20, 2016

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CENTER FOR INDEPENDENT LIVING IN CENTRAL FLORIDA, INC.

By: 

Title: Elizabeth Howe

Date: October 20, 2016

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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EXHIBIT M
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)	Center for Independent Living in Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	147438048
(a) (iii)	Federal Award Identification Number (FAIN)	59-1828770
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$36,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of employment skills training and job placement assistance to individuals with disabilities.
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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
(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 §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

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

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Signature:

Title:

Nancy Sharifi
Nancy Sharifi

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-04)
Between
ORANGE COUNTY, FLORIDA
And
COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Coalition for the Homeless of Central Florida, 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-16-UC-12-0015 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 case management and house management services to homeless clients (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services to homeless women and families residing at the Agency's facilities located in Orlando, 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

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 §570.208 (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 by providing Services for indigent, homeless families and individuals deemed to meet the necessary requirements (hereinafter collectively referred to as "Clients"), in accordance with the terms and conditions set forth

in this Agreement. For those Clients with minor children, the Agency agrees to provide the accommodations necessary to allow the children to remain with the respective Client.

- 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 facilities located at 639 West Central Boulevard, Orlando, Florida 32801; and 107 East Hillcrest Street, Orlando, Florida 32801, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of the level of effort that may be requested by 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 Contract. 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 \$45,000 (Forty-Five Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 24 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.

- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. **Subcontracts Requirements.**

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 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.flor.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency

or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

- d) Required Endorsements:

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

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

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

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

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

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency

shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

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

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
 Coalition for the Homeless of Central Florida, Inc.
 639 West Central Boulevard
 Orlando, FL 32801

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaughn*
for Deputy Clerk

Date: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

Brent A. Trotter
Brent A. Trotter

TITLE: President/CEO

AND

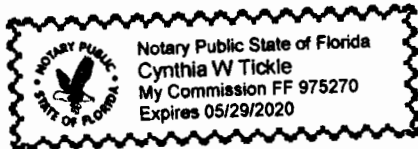
BY: Samuel C. Stephens III
Board Chairman or Authorized Representative

SAMUEL C. STEPHENS III
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Brent A. Trotter well known to me and known by me to be the President/CEO of Coalition for the Homeless of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me ~~or has produced~~ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19TH day of OCTOBER, 2016.



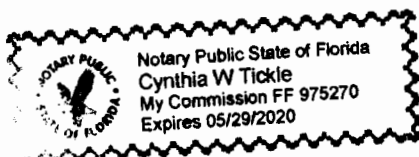
Cynthia W Tickle
Notary Public
My Commission Expires: _____

Printed Name or Stamp

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, SAMUEL C. STEPHENS III, well known to me and known by me to be the Board Chairman or Authorized Representative of Coalition for the Homeless of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me ~~or has produced~~ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20TH day of OCTOBER, 2016.



Cynthia W Tickle
Notary Public
My Commission Expires: _____

Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel – Salaries for service delivery personnel and associated payroll taxes (partial salary of a Case Manager at the Center for Women and Families and partial salary of a House Manager at the Women’s Residential and Counseling Center)	\$45,000
TOTAL BUDGET	\$45,000

ACTIVITY: Coalition for the Homeless of Central Florida, Inc. will utilize CDBG funds to provide emergency shelter, case management and house management services to homeless men, women and children.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to eighty (80) unduplicated households.

EXHIBIT C
SCOPE OF SERVICES

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To transform the lives of homeless men, women and children by providing crucial services that end their crisis of homelessness.

PLANNED ACTIVITIES: The CDBG funds will partially support two programs: 1) Center for Women and Families provides emergency shelter and case management to up to 240 people per day – single women, single parents with children and intact families, parents with sons over ten, fathers with daughters and large families; and 2) Women’s Residential and Counseling Center provides longer-term shelter for homeless women and children, often fleeing domestic violence. It has a 140-person daily capacity, including 12 beds for emergencies in which occupants may stay for up to two weeks and then be moved into a longer-term program.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to eighty (80) unduplicated households during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. Increased self-sufficiency on the FL507 Self-Sufficiency Matrix; and
2. Exit to permanent housing

Note: Clients may leave a program after a very short time, or may remain in a program for more than 30 days, depending upon their barriers and housing availability. Obtaining enough public benefits and/or jobs to afford housing in less than 30 days, as well as obtaining permanent housing in a matter of days or a few weeks, might be challenging. Households will be placed with Rapid Re-housing programs when openings are available and when these particular households are chosen for the slots. Some households will qualify for Permanent Supportive Housing (and fewer will be placed, due to housing shortages).

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members are dedicated to the programs.

Maria Antonetti - VOCA Children's Advocate – (WRCC), Child & Elder Abuse Investigator

Roxanne Beardmore - Program Director (WRCC) Shelter Management, staff supervision

Kimberly Cone - Case Manager - (CWF) Shelter-based Case Management

Dividia Daniels – Resident Coordinator (WRCC) Facility Oversight, Intake & Orientation

Connie Dean - Intake Coordinator (CWF) Dual Diagnoses, Assessment

Samanthia Denmark - Case Manager – First Steps Substance Abuse, Individual & Group

Linda Ferreira - Assistant Director (CWF) Homeless & Transition Housing, Staff Supervision

Jennyfer From - Case Manager (CWF) Mental Health Assessment & Treatment

Miss Jones - VOCA Advocate/Case Manager (CWF) Family Violence, Emergency Services

Chanel Thomas - VOCA Manager/Advocate (WRCC) Client Assessments, Family Service

Donna Horton – Program Director (CWF) Social Services Management

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): _ Program Participants **80** Total Households

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

- 1. Provide Summary of accomplishments made with Orange County’s CDBG 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/Accessibility

Grant Year: 2016-2017

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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for through the employee leasing arrangement specified below:

Name of Employee Leasing Company: DECISION HR

Workers' Compensation Carrier: Illinois National Insurance Company

A.M. Best Rating of Carrier: A (xv)

Inception Date of Leasing Arrangement: 11/27/2014

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: COALITION FOR THE HOMELESS OF CENTRAL FLORIDA

Signature of Owner/Officer: [Signature]

Title: PRESIDENT / CEO

Date: 10/19/16

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.


By: 
Title: PRESIDENT/CEO
Date: 10/19/16

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

EXHIBIT M
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)	Coalition for the Homeless of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	613920354
(a) (iii)	Federal Award Identification Number (FAIN)	59-2814255
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$45,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Case management and house management services for homeless
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D, E, F, G, H, I

	agency including identification of any required financial and performance reports;	
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section I of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-05)
Between
ORANGE COUNTY, FLORIDA
And
COMMUNITY COORDINATED CARE FOR CHILDREN, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Community Coordinated Care for Children, 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-16-UC-12-0015 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 affordable child care services for working low income families (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services to qualified working low income families at the Agency's facility(ies) located in Orlando, 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

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 §570.208 (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 by providing Services for for qualified working low income families deemed to meet the necessary requirements (hereinafter collectively referred to as "Clients"), in accordance with the terms and conditions set forth in this

Agreement. For those Clients with minor children, the Agency agrees to provide the accommodations necessary to allow the children to remain with the respective Client.

- 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 3500 West Colonial Drive, Orlando, Florida 32808, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$186,000 (One Hundred and Eighty-Six Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
 - (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:

- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability

policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waiver subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

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

The certificate holder shall read:

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

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
Community Coordinated Care for Children, Inc.
3500 West Colonial Drive
Orlando, FL 32808

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the

Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller

As Clerk of the Board of County Commissioners

BY: *Genrico Vaughn*

for Deputy Clerk

Date: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COMMUNITY COORDINATED CARE FOR CHILDREN, INC.

Debra Wilson on behalf of Patricia Frank
Patricia Frank

TITLE: President/CEO

AND

BY: [Signature]
Board Chairman or Authorized Representative

Jeremy Sloane
(Print or Type Name)

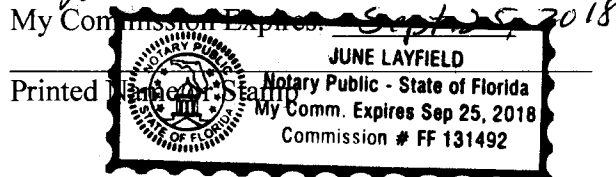
STATE OF Florida
COUNTY OF Orange

Debra Wilson/CFO

Personally appeared before me, the undersigned authority, Patricia Frank well known to me and known by me to be the President/CEO of Community Coordinated Care for Children, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

June Layfield
Notary Public
My Commission Expires: Sept 25, 2018



STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Jeremy Sloane, well known to me and known by me to be the Board Chairman or Authorized Representative of Community Coordinated Care for Children, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

June Layfield
Notary Public
My Commission Expires: Sept 25, 2018

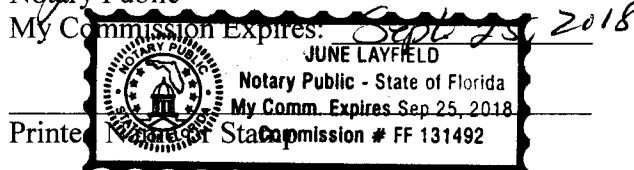


EXHIBIT A
APPLICABLE FEDERAL LAWS

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**COMMUNITY COORDINATED CARE FOR CHILDREN, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Child Care Subsidies (12 payments of approximately \$15,500)	\$186,000
TOTAL BUDGET	\$186,000

ACTIVITY: The Agency will utilize CDBG funds to provide childcare subsidies to low income working families.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **fifty-three (53)** unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

COMMUNITY COORDINATED CARE FOR CHILDREN, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): Provision of affordable child care services for working low income families in the facilities designated herein.

PLANNED ACTIVITIES: The Agency will continue offering a School Readiness Program that provides child care financial assistance to low to moderate income working families.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to fifty-three (53) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. At least 53 qualifying children will receive School Readiness services through CDBG funding;
2. At least 35 families with children receiving CDBG funding will be given community resources that support gains in self-sufficiency; and
3. 90% of parents/guardians receiving CDBG funding will maintain employment or participation in an educational activity.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: No staff positions will be dedicated to the program.

The agency is responsible for making sure that the assigned key personnel (if any) 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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____

Contact Person: _____ Phone: _____ E-mail: _____

Total Program Participants (Goal): 53 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COMMUNITY COORDINATED CARE FOR CHILDREN, INC.

By: Debra Wilson for Patricia Frank
Title: CFO President/CEO
Date: 10/21/16

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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
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)	Community Coordinated Care for Children, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	072545882
(a) (iii)	Federal Award Identification Number (FAIN)	59-1371754
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$186,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Affordable child care services for working low income families
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify 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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D, E, F, G, H, I

	agency including identification of any required financial and performance reports;	
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-06)
Between
ORANGE COUNTY, FLORIDA
And
COMMUNITY INITIATIVES, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Community Initiatives, 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-16-UC-12-0015 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 leadership training and apprenticeship placement to young low income adults (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services 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

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 §570.208 (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 by providing Services for low income young adults deemed to meet the necessary requirements (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 4001 Pelee Street, Orlando, Florida 32817, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$30,000 (Thirty Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
- (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All 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

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

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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
 - (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:

- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability

policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waiver subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

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

The certificate holder shall read:

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

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
Community Initiatives, Inc.
4001 Pelee Street
Orlando, FL 32817

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the

Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Gerica Vaupel*
for Deputy Clerk

Date: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COMMUNITY INITIATIVES, INC.

Glen Casel

TITLE: President/CEO

AND

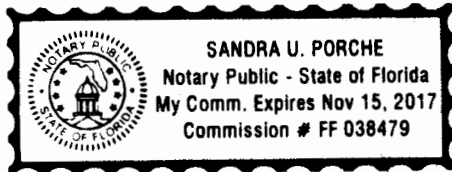
BY: Owen Wentworth
Board Chairman or Authorized Representative

Owen Wentworth
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Glen Casel well known to me and known by me to be the President/CEO of Community Initiatives, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

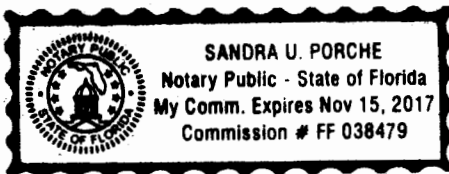


Sandra U. Porche
Notary Public
My Commission Expires: 11/15/2017
Sandra U. Porche
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Owen Wentworth, well known to me and known by me to be the Board Chairman or Authorized Representative of Community Initiatives, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



Sandra U. Porche
Notary Public
My Commission Expires: 11/15/2017
Sandra U. Porche
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**COMMUNITY INITIATIVES, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Partial salary for service delivery personnel (one of two Program Managers) and associated costs (pay roll taxes)	\$30,000
TOTAL BUDGET	\$30,000

ACTIVITY: The Agency will utilize CDBG funds to provide a career and academic pathway for low to moderate income individuals (young adults), who will be provided with leadership training and placed in jobs with nonprofit and public sector agencies.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to twelve (12) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

COMMUNITY INITIATIVES, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): Provision of career and academic pathways for individuals (young adults) from low to moderate income backgrounds who want to excel.

PLANNED ACTIVITIES: Through the Public Allies Central Florida Program, the Agency will provide employment (apprenticeship) within nonprofits and public sector agencies for individuals that are either unemployed or underemployed.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to twelve (12) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

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

1. Recruit and retain diverse talent within nonprofits and government agencies.
 2. Allies (apprentices) will become Certified Volunteer Managers within 90 days of the program start date.
 3. Allies (apprentices) will become CPR Certified.
 4. Each Ally will work a minimum of 170 hours a month full-time for 10 months.
 5. Each Ally will receive on a monthly basis a minimum of 16 hours of leadership, professional and personal development coaching and training.
 6. Each Ally will contribute a minimum of 20 hours a month towards community service.
 7. Within 90 days upon completion of the program, each Ally will secure employment and/or continue on with their academic studies.
- a) Education Pathway option: Ally is enrolled in a two-year or four-year institution. Build access and retention strategies to support Alumni with coping of school and personal life. Career Pathway option: Ally begins full-time work. Build strategies to continue professional development of Alumni working with the supervisor to ensure growth and success of Alumni/graduate of the program.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Peter Phillips, Program Manager; Matt Darby, Program Manager.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 12 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

SECTION 3

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

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

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COMMUNITY INITIATIVES, INC.

By:  _____

Title: President/CEO

Date: October 19, 2016

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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
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)	Community Initiatives, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	079529176
(a) (iii)	Federal Award Identification Number (FAIN)	45-2843994
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$30,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Leadership training and apprenticeship placement for young low income adults
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D, E, F, G, H, I

	agency including identification of any required financial and performance reports;	
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-07)
Between
ORANGE COUNTY, FLORIDA
And
COVENANT HOUSE FLORIDA, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Covenant House Florida, 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-16-UC-12-0015 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 shelter, case management and parenting education to homeless youth (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services 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

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 §570.208 (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 shelter and case management for homeless youth in Orange County in need of these services deemed to meet the necessary

requirements (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 5931 East Colonial Drive, Orlando, Florida 32807, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$30,000 (Thirty Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
- (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) **Required Endorsements:**

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

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

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

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

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

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance

management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

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

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: Executive Director
 Covenant House Florida, Inc.
 5931 East Colonial Drive
 Orlando, FL 32807

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller

As Clerk of the Board of County Commissioners

BY: *Jessica Vangel*

for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COVENANT HOUSE FLORIDA, INC.

James Gress

James Gress

TITLE: Executive Director

AND

BY: [Signature]

Board Chairman or Authorized Representative

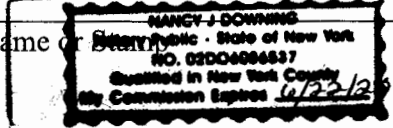
DANIEL GRABOSKY
(Print or Type Name)

STATE OF New York
COUNTY OF New York

Personally appeared before me, the undersigned authority, James Gress, well known to me and known by me to be the Executive Director of Covenant House Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

Nancy J. Downing
Notary Public
My Commission Expires: 6/22/2019

Printed Name or Stamp 

STATE OF New York
COUNTY OF New York

Personally appeared before me, the undersigned authority, DANIEL GRABOSKY, well known to me and known by me to be the Board Chairman or Authorized Representative of Covenant House Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

Nancy J. Downing
Notary Public
My Commission Expires: 6/22/2019

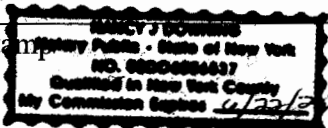
Printed Name or Stamp 

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

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

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**COVENANT HOUSE FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (partial salaries of two full-time Case Managers) and associated costs (pay roll taxes)	\$30,000
TOTAL BUDGET	\$30,000

ACTIVITY: The Agency will utilize CDBG funds to provide educational programs and support services to new homeless pregnant and/or parenting youth (ages 18-20) and their children.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to thirty (30) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

COVENANT HOUSE FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): Provision of shelter and case management services for homeless youth in Orange County.

PLANNED ACTIVITIES: Through its Parenting Education and Support (PES) program, the Agency will provide educational programs and essential services to homeless female headed households (ages 18-20).

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to thirty (30) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. 100% of the pregnant and/or parenting youth will be enrolled in the PES Program as a result of the Agency's Street Outreach efforts;
2. 75% of the program participants will benefit from parenting education classes; and
3. 50% of the program participants will increase their income and/or benefits through employment and/or government entitlement programs.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: KayLyn Sessions, Case Manager; Ashley Ciaramitaro, Case Manager; Chelsey Gutierrez, Assistant Coordinator; Kelsey Williams, Coordinator of Residential Services; Barry Fuentez, Director of Program Services.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT E
INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 30 Program Participants _ Total Households members

SECTION 1	Total New for Month Program Participants *(Unduplicated) served with CDBG		Year-to-Date Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	Total New for Month Program Participants *(Unduplicated) served with CDBG		Year-to-Date Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COVENANT HOUSE FLORIDA, INC.

By: *Cathy Branch*

Title: Director of Grants/Admin. Svcs.

Date: October 20, 2016

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if/as applicable)

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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
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)	Covenant House Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	122819100
(a) (iii)	Federal Award Identification Number (FAIN)	59-2323607
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$30,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Providing shelter, case management and parenting education to homeless youth
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D, E, F, G, H, I

	agency including identification of any required financial and performance reports;	
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-08)
Between
ORANGE COUNTY, FLORIDA
And
GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Grand Avenue Economic Community Development Corp., 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-16-UC-12-0015 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 permanent housing and economic opportunities for low income and homeless individuals (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services to qualified individuals at the Agency's facility located in Orlando, 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

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 §570.208 (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 by providing Services for low income and homeless individuals deemed to meet the necessary requirements (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 3200 West Colonial Drive, Orlando, Florida 32808, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$30,000 (Thirty Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.

- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

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

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance

management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

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

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
 Grand Avenue Economic Community Development Corp.
 3200 West Colonial Drive
 Orlando, FL 32808

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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.

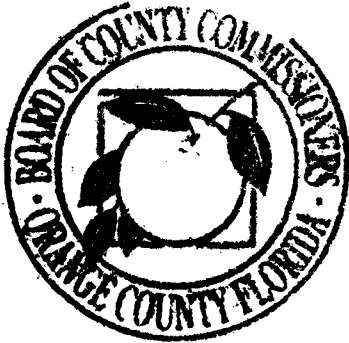
Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY:

Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date:

11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY:

Marissa Vaupel
for Deputy Clerk

Date:

NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

Helaine Blum
Helaine Blum

TITLE: President

AND

BY: Lani Thatcher
Board Chairman or Authorized Representative
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Helaine Blum well known to me and known by me to be the President of Grand Avenue Economic Community Development Corp., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of October, 2016.



Karen E. Simmons
Notary Public
My Commission Expires: 10/25/19
Karen E. Simmons
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Lani Thatcher well known to me and known by me to be the Board Chairman or Authorized Representative of Grand Avenue Economic Community Development Corp., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Helaine M. Blum
Notary Public
My Commission Expires: January 17, 2019
HELAINE M. BLUM
MY COMMISSION # FF185798
EXPIRES: January 17, 2019
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (Executive Chef/Lead Trainer and Chef Assistant) and associated costs (pay roll taxes)	\$30,000
TOTAL BUDGET	\$30,000

ACTIVITY: The Agency will utilize CDBG funds to provide a culinary training program for low income individuals with barriers to employment.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **twenty-four (24)** unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): Provision of affordable permanent housing and economic opportunities for low-income and homeless adults in Central Florida, while providing them with opportunities to access necessary supportive services.

PLANNED ACTIVITIES: Through its Culinary Program, the Agency will provide low income and homeless individuals with 12 weeks of culinary classes, coaching sessions, networking opportunities with prospective employers, and preparation for the ServSafe certification exam.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to twenty-four (24) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. 70% of students enrolled will achieve ServSafe certification, improving their employability;
2. 70% of students enrolled will advance on the path to family sustaining employment; and
3. 70% of basic culinary skills graduates will retain employment after six months.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Helaine Blum, President.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): **24** Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

SECTION 3

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

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

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Insperity

Workers' Compensation Carrier: Lockton - The American Insurance Co.

A.M. Best Rating of Carrier: A++

Inception Date of Leasing Arrangement: 7/1/2007 and yearly thereafter

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: Grand Avenue Economic Community Development Corp.

Signature of Owner/Officer: [Signature]

Title: President

Date: 10/24/2016

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

By: Neil Bl

Title: President

Date: 10/20/2016

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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
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)	Grand Avenue Economic Community Development Corp.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	967653270
(a) (iii)	Federal Award Identification Number (FAIN)	59-3131199
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$30,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of permanent housing and economic opportunities for low income and homeless individuals
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equalled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-09)
Between
ORANGE COUNTY, FLORIDA
And
HARBOR HOUSE OF CENTRAL FLORIDA, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Harbor House of Central Florida, 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-16-UC-12-0015 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 emergency shelter for victims of domestic violence and their children (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

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 §570.208 (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 by providing childcare and case management for victims of domestic abuse and their children deemed to meet the necessary requirements (hereinafter collectively referred to as “Clients”), in accordance with the terms and

conditions set forth in this Agreement. For those Clients with minor children, the Agency agrees to provide the accommodations necessary to allow the children to remain with the respective Client.

- 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 an undisclosed location (P.O. Box 680748, Orlando, FL 32868) 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of the level of effort that may be requested by 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 Contract. 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 \$30,000 (Thirty Thousand Dollars) 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 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.
- 2.2 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.

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.
- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 24 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:

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

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

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

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

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

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance

management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

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

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: CEO/Executive Director
 Harbor House of Central Florida, Inc.
 P.O. Box 680748
 Orlando, FL 32868

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY:

Teresa Jacobs
Teresa Jacobs

[Signature]
Orange County Mayor

Date:

11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY:

Jerrico Vaughn
for Deputy Clerk

Date:

NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HARBOR HOUSE OF CENTRAL FLORIDA, INC.

Laurel Lynch
Laurel Lynch

TITLE: Interim CEO

AND

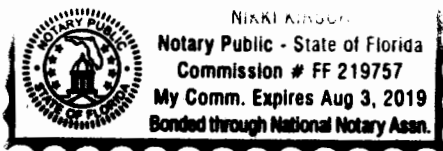
BY: Angela Buchanan
Board Chairman or Authorized Representative

Angela Buchanan
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Laurel Lynch well known to me and known by me to be the Interim CEO of Harbor House of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of OCTOBER, 2016.

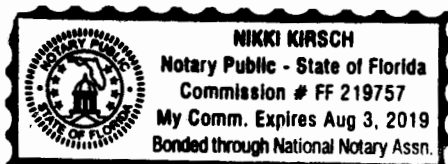


Nikki Kirsch
Notary Public
My Commission Expires: AUG 3, 2019
NIKKI KIRSCH
Printed Name or Stamp

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, ANGELA BUCHANAN, well known to me and known by me to be the Board Chairman or Authorized Representative of Harbor House of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of OCTOBER, 2016.



Nikki Kirsch
Notary Public
My Commission Expires: AUG 3, 2019
NIKKI KIRSCH
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**HARBOR HOUSE OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (partial salary of a Case Manager, Children's Services) and associated costs (payroll taxes)	\$30,000
TOTAL BUDGET	\$30,000

ACTIVITY: The Agency will utilize CDBG funds to provide case management and child care services to children of domestic violence victims residing at the shelter.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to one hundred and twenty-seven (127) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

HARBOR HOUSE OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To prevent and eliminate domestic abuse by providing critical life-saving services to domestic violence survivors and their children, implementing and advancing best practices, and educating and engaging the community.

PLANNED ACTIVITIES: The Agency will provide a Child Services program to children of domestic violence victims residing at the shelter. The Services are provided at a designated building that houses a licensed daycare center, a case services manager, a team of child care assistants and a child services case manager.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **one hundred and twenty-seven (127)** unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. The Agency will provide 5,000 service hours through its Child Services program;
2. The Agency will document that at least 50% of the school aged children in short-term housing will participate in group or individual counseling sessions or service management sessions;
3. Children participating in the program and their families will become strong, brave and resilient survivors; and
4. Children participating in the program will develop positive self-esteem by immersing in the atmosphere of love and trust, and comfort and security.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Evelyn Cosme, Children's Services Manager.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 127 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

SECTION 3

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

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

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HARBOR HOUSE OF CENTRAL FLORIDA, INC.

By: 

Title: Int CEO

Date: 24 Oct 2016

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

EXHIBIT M
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)	Harbor House of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	063306047
(a) (iii)	Federal Award Identification Number (FAIN)	59-1712936
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$30,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of emergency shelter for victims of domestic violence and their children
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D,

	entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	E, F, G, H, I
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

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

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-10)
Between
ORANGE COUNTY, FLORIDA
And
HEALTH CARE CENTER FOR THE HOMELESS, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, 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-16-UC-12-0015 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 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 Orlando, 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

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 §570.208 (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 by providing mental health and substance abuse services to homeless and low income Orange County residents deemed to meet the

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

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-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of the level of effort that may be requested by 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 Contract. 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 \$43,000 (Forty-Three Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).

- 2.5 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.
- 2.6 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, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” (hereinafter referred to as the “Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and

uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.

2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”), and established policies set forth herein.

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

- (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
- (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
- (c) Chart of Accounts listing all accounts;
- (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
- (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
- (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
- (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
- (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 24 CFR §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

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, subpart D.
- 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, 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 200.338 (“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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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 address:

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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party

pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.

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

right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

d) Required Endorsements:

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

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

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

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

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

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

The certificate holder shall read:

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

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaughn*

for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HEALTH CARE CENTER FOR THE HOMELESS, INC.

Bakari F. Burns

Bakari F. Burns

TITLE: President/CEO

AND

BY:

Jason Rimes

Board Chairman or Authorized Representative

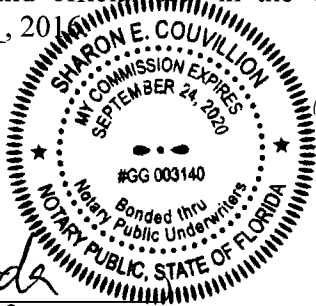
Jason Rimes

(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Bakari F. Burns well known to me and known by me to be the President/CEO of Health Care Center for the Homeless, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



Sharon E. Couvillion
Notary Public

My Commission Expires: 09/24/2020

Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Jason S. Rimes, well known to me and known by me to be the Board Chairman or Authorized Representative of Health Care Center for the Homeless, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



TINA M. BARNFIELD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF966454
Expires 3/29/2020

Tina M. Barnfield
Notary Public

My Commission Expires: 3/29/2020

Tina M. Barnfield

Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

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

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**HEALTH CARE CENTER FOR THE HOMELESS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel and associated costs (payroll taxes)	\$43,000
TOTAL BUDGET	\$43,000

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 **three hundred and twenty-six (326)** unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

HEALTH CARE CENTER FOR THE HOMELESS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

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 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 **three hundred and twenty-six (326)** unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. 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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Janet Hutchison, MSW, PMHNP-C, ANP-C, Addiction-C; Bakari Burns, President/CEO.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D

INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): **326** Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility**Grant Year:** 2016-2017**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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HEALTH CARE CENTER FOR THE HOMELESS, INC.

By: 

Title: President & CEO

Date: 10/19/14

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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 on November 1, 2016 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 #2016-9-10”) with the Agency to provide services outlined in the Scope of Service (**Exhibit C** of the Agreement #2016-9-10) 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 #2016-9-10 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

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 of 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 #2016-9-10”, 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 (see 200.32 Data Universal Numbering system (DUNS) number)	966333577
(a) (iii)	Federal Award Identification Number (FAIN)	59-3185020
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$43,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

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

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi
Nancy Sharifi

Signature:

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-11)
Between
ORANGE COUNTY, FLORIDA
And
JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Jewish Family Services of Greater Orlando, 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-16-UC-12-0015 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 case management and emergency financial assistance to low income persons in need of these services (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

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 §570.208 (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 case management and emergency financial assistance to persons in need of these services deemed to meet the necessary

requirements (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 2100 Lee Road, Winter Park, Florida 32789, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$48,000 (Forty-Eight Thousand Dollars) 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 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.
- 2.2 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.

- 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.
- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
 - (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:

- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability

policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waiver subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

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

The certificate holder shall read:

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

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: Executive Director
Jewish Family Services of Greater Orlando, Inc.
2100 Lee Road
Winter Park, Florida 32789

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the

Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY:

Teresa Jacobs.

Orange County Mayor

Date:

11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY:

for Jerico Vaupel
Deputy Clerk

Date:

NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC.

Eric Geboff
Eric Geboff

TITLE: Executive Director

AND

BY: Michael McKee
Board Chairman or Authorized Representative

Michael McKee
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Eric Geboff well known to me and known by me to be the Executive Director of Jewish Family Services of Greater Orlando, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Bonnie Haas
Notary Public

My Commission Expires: 7/6/18

Printed Name or Stamp



STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Michael McKee, well known to me and known by me to be the Board Chairman or Authorized Representative of Jewish Family Services of Greater Orlando, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Bonnie Haas
Notary Public

My Commission Expires: 7/6/18

Printed Name or Stamp

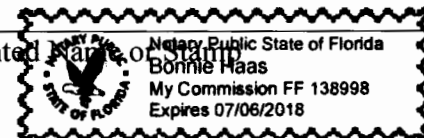


EXHIBIT A
APPLICABLE FEDERAL LAWS

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (full-time Case Manager, Family Stabilization Program, a partial salary of Director of Programs, and a partial salary of Data Manager, Family Stabilization Program) and associated costs (payroll taxes)	\$47,000
Audit	\$500
Insurance	\$500
TOTAL BUDGET	\$48,000

ACTIVITY: The Agency will utilize CDBG funds to provide case management and emergency financial assistance to low income persons in need of these services.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **thirty-one (31)** unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To provide vital, high-quality and innovative social services to at-risk families ranging from extremely low- to moderate-income.

PLANNED ACTIVITIES: Utilizing its Family Stabilization Program, the Agency will provide case management, to include financial education and counseling, financial assistance for basic needs, employability skills training, mental health counseling and food assistance, to low income persons in need of these services.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **thirty-one (31)** unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. 80% of program participants will improve money management skills;
2. 80% of program participants will improve effective family functioning;
3. 80% of program participants will improve emotional and mental health coping skills;
4. 80% of program participants will maintain or improve employability skills; and
5. 80% of program participants will maintain or improve their housing status.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff persons are involved with the program:

Eric Geboff, Executive Director;
Gwen Granet, Finance Manager;
Jeanette Brownstein, Director of Programs;
Jascha Fields, FSP Case Manager;

Clelie Duroseau, FSP Case Manager;
Elsa Pena, FSP Data Manager.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D

INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E **INCOME GUIDELINES**

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): **31** Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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: _____

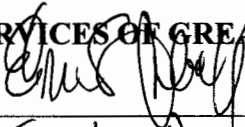
EXHIBIT I
CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JEWISH FAMILY SERVICES OF GREATER ORLANDO, INC.

By: 

Title: Executive Director

Date: 10-20-16

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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
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)	Jewish Family Services of Greater Orlando, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	801099623
(a) (iii)	Federal Award Identification Number (FAIN)	59-1873758
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$48,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Case management and emergency financial assistance to low income persons
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D,

	entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	E, F, G, H, I
(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 §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

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

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

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-12)
Between
ORANGE COUNTY, FLORIDA
And
LIFE CONCEPTS D.B.A QUEST, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Life Concepts d.b.a. Quest, 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-16-UC-12-0015 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 case management services to assist persons with developmental disabilities, including those aging out of foster care, in living independently (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services at their facilities 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

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 §570.208 (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 case management and independent living skills training to developmentally disabled persons, including clients aging out of foster care, who are deemed to meet the necessary requirements (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 facilities located at 1600 Aaron Street, Orlando, FL 32811; 210 West Fourth Street, Apopka, FL 32703; and 251-291 Alabama Street, Apopka, FL 32703, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of the level of effort that may be requested by 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 Contract. 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 \$48,000 (Forty-Eight Thousand Dollars) 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 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.
- 2.2 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.

- 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.
- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.

- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 24 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

d) Required Endorsements:

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

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

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

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

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

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance

management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

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

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
 Life Concepts d.b.a. Quest, Inc.
 P.O. Box 531125
 Orlando, FL 32853

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor
92

Date: *11.16.16*

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Martha Haynie*
for Deputy Clerk

Date: **NOV 16 2016**

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: LIFE CONCEPTS D.B.A QUEST, INC.

John R. Gill

TITLE: President/CEO

AND

BY: James Gallagher
Board Chairman or Authorized Representative

James Gallagher
(Print or Type Name)

STATE OF FLORIDA)
COUNTY OF ORANGE)

Personally appeared before me, the undersigned authority, John R. Gill well known to me and known by me to be the President/CEO of Life Concepts d.b.a. Quest, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of OCTOBER, 2016.



Erica Plazibat
Notary Public
My Commission Expires: 02-16-2018
ERICA PLAZIBAT
Printed Name or Stamp

STATE OF FLORIDA)
COUNTY OF ORANGE)

Personally appeared before me, the undersigned authority, JAMES GALLAGHER well known to me and known by me to be the Board Chairman or Authorized Representative of Life Concepts d.b.a. Quest, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of OCTOBER, 2016.



Erica Plazibat
Notary Public
My Commission Expires: 02-16-2018
ERICA PLAZIBAT
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**LIFE CONCEPTS D.B.A QUEST, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (partial salaries of a Supported Living Coach and Direct Management Supervisor, Supportive and Transitional Living Program) and associated costs (payroll taxes)	\$48,000
TOTAL BUDGET	\$48,000

ACTIVITY: The Agency will utilize CDBG funds to provide independent living skills training and case management to low-income individuals with developmental disabilities, including those aging out of foster care.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **forty-two (42)** unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

LIFE CONCEPTS D.B.A QUEST, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): Using quality and innovation, to build communities where individuals with disabilities achieve their goals.

PLANNED ACTIVITIES: By continuing to offer its Supportive and Transitional Living Program, the Agency will provide independent living skills training services to low-income individuals with developmental disabilities, including those who are about to age out of the foster care system or anyone who wishes to live independent of their parents or guardians as legal adults.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to forty-two (42) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017. It is anticipated that the planned activity will result in the following outcomes:

1. Increased number of developmentally disabled individuals who have transitioned into more independent living situations;
2. Improved quality of life for individuals who were without permanent housing and skills (by developing skills that enable them to live independently on a daily basis);
3. Change in economic status as a result of better money management skills achieved through coaching techniques and assistance;
4. Change in housing through transitioning to permanent housing and supportive coaching systems; and
5. Assistance to those at-risk of homelessness by proving them with the ability to learn skills which would help them avoid behaviors or situations that might lead to homelessness.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members will be involved with the program:

Sara Oleck, Senior Director of Group Homes;
Jackie Henry, Director of Supported Living;
Shawna Wallace, Supported Living Coach.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): **42** Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

SECTION 3

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

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

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LIFE CONCEPTS D.B.A QUEST, INC.

By: 

Title: President & CEO

Date: October 20, 2016

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

EXHIBIT M
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)	Life Concepts d.b.a. Quest, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	044211365
(a) (iii)	Federal Award Identification Number (FAIN)	59-2013160
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$48,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of case management services to assist persons with developmental disabilities, including those aging out of foster care, in living independently
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibit A

	conditions of the Federal award.	
(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
(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 §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

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

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-13)
Between
ORANGE COUNTY, FLORIDA
And
LIFESTREAM BEHAVIORAL CENTER, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and LifeStream Behavioral Center, 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-16-UC-12-0015 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 case management and housing services, rehabilitation, substance abuse, and mental health counseling to homeless and very low income individuals and families (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services at their 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

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 §570.208 (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 by providing Services for homeless and very low income individuals and families deemed to meet the necessary requirements (hereinafter collectively referred to as “Clients”), in accordance with the terms and conditions set forth

in this Agreement. For those Clients with minor children, the Agency agrees to provide the accommodations necessary to allow the children to remain with the respective Client.

- 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 6215 Holly Street, Zellwood, FL 32798, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

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-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of the level of effort that may be requested by 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 Contract. 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 \$35,000 (Thirty-Five Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).

- 2.5 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.
- 2.6 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, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” (hereinafter referred to as the “Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and

uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.

- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 (“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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party

pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.

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

right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

d) Required Endorsements:

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

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

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

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

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

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

The certificate holder shall read:

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

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
 LifeStream Behavioral Center, Inc.
 P.O. Box 491000
 Leesburg, FL 34749

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller

As Clerk of the Board of County Commissioners

BY: *Jessica Vaupel*
for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: LIFESTREAM BEHAVIORAL CENTER, INC.

Jonathan M. Cherry
Jonathan M. Cherry

TITLE: President/CEO

AND

BY:

Tim Morris
Board Chairman or Authorized Representative

Tim Morris

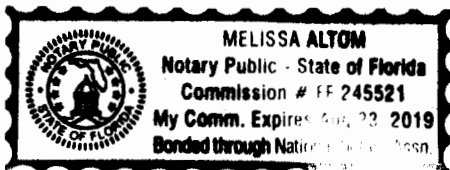
(Print or Type Name)

STATE OF Florida

COUNTY OF Lake

Personally appeared before me, the undersigned authority, Jonathan M. Cherry well known to me and known by me to be the President/CEO of LifeStream Behavioral Center, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



Melissa Altom
Notary Public

My Commission Expires: August 23, 2019

Melissa Altom

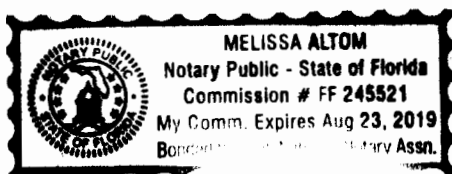
Printed Name or Stamp

STATE OF Florida

COUNTY OF Lake

Personally appeared before me, the undersigned authority, Tim Morris, well known to me and known by me to be the Board Chairman or Authorized Representative of LifeStream Behavioral Center, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



Melissa Altom
Notary Public

My Commission Expires: August 23, 2019

Melissa Altom

Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

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

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

20. 2 CFR §200.338 Remedies for noncompliance.

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

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

21. 2 CFR §200.339 Termination.

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

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

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

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

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

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

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

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

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

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

26. 2 CFR §200.345 Collection of amounts due.

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

**EXHIBIT B
BUDGET**

**LIFESTREAM BEHAVIORAL CENTER, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel and associated costs (payroll taxes)	\$35,000
TOTAL BUDGET	\$35,000

ACTIVITY: The Agency will utilize CDBG funds to provide case management and housing services to homeless and very low individuals and families residing at the Anthony House facility.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to seventy (70) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

LIFESTREAM BEHAVIORAL CENTER, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To support recovery, promote health, and create hope for low income and homeless individuals and families by providing them with supportive housing and mental health and substance abuse services and helping them achieve stability and self-sufficiency.

PLANNED ACTIVITIES: The Agency will utilize CDBG funds to provide case management and housing services, including rehabilitation, substance abuse and mental health counseling, and education and employment assistance, to homeless and very low individuals and families residing at the Anthony House facility.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **seventy (70)** unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

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

1. 95% of program participants will receive clinical mental health and substance abuse assessments, as well as treatment planning, therapy, social and rehabilitative services, and behavioral management;
2. 90% of program participants will receive financial literacy training, life skills, and social functioning counseling;
3. 75% of participants exiting the program will show improvement in at least 10 domains of the HUD self-sufficiency matrix at program exit; and
4. 80% of program participants will move to permanent housing at program exit.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The Agency proposed to use the CDBG funds to hire a Master's level counselor.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

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

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

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

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

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 70 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility

Grant Year: 2016-2017

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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

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

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

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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: _____

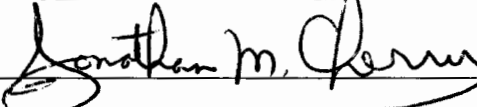
EXHIBIT I
CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LIFESTREAM BEHAVIORAL CENTER, INC.

By: 

Title: President/CEO

Date: 10-19-16

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

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

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

EXHIBIT K
(if /as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

**EXHIBIT M
BUSINESS ASSOCIATE AGREEMENT**

BUSINESS ASSOCIATE AGREEMENT

Between

ORANGE COUNTY, FLORIDA

And

LIFESTREAM BEHAVIORAL CENTER, 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 on November 1, 2016 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 LifeStream Behavioral Center, 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 #2016-9-13”) with the Agency to provide services outlined in the Scope of Service (**Exhibit C** of the Agreement #2016-9-13) 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 #2016-9-13 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

- 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
LifeStream Behavioral Center, Inc.
P.O. Box 491000
Leesburg, FL 34749

- 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 #2016-9-13”, 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)	LifeStream Behavioral Center, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	077589612
(a) (iii)	Federal Award Identification Number (FAIN)	59-1561501
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$35,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of case management and housing services, rehabilitation, substance abuse, and mental health counseling to homeless and very low income individuals and families
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify 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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
	All requirements imposed by the pass-through entity on the	

2 CFR 200.331 (a) (2)	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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.

(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

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

PROJECT ADMINISTRATION AGREEMENT (#2016-9-14)
Between
ORANGE COUNTY, FLORIDA
And
LIGHTHOUSE CENTRAL FLORIDA, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Lighthouse Central Florida, 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-16-UC-12-0015 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 independent living skills training and vision rehabilitation to low income seniors who are blind or visually impaired (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services at their 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

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 §570.208 (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 staff and costs associated with independent living skills training and vision rehabilitation to low income seniors who are blind or visually impaired and deemed to meet the necessary requirements (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 215 East New Hampshire Street, Orlando, Florida 32804, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$40,000 (Forty Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
- (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

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

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

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

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

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.

- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

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

ARTICLE XII

PROCUREMENT REQUIREMENTS

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

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) **Required Endorsements:**
 - Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
 - Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
 - Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

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

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

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance

management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

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

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
 Lighthouse Central Florida, Inc.
 2500 Kunze Avenue
 Orlando, FL 32806

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act ("HIPAA"), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency's policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

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

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



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller

As Clerk of the Board of County Commissioners

BY: *Jessica Vaupel*

for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: LIGHTHOUSE CENTRAL FLORIDA, INC.

Lee Nasehi

Lee Nasehi

TITLE: President/CEO

AND

BY:

Nancy L. Urbach

Board Chairman or Authorized Representative

Nancy L. Urbach, Treasurer

(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

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

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of October, 2016.



PAMELA P. FENDLEY
MY COMMISSION # FF 097403
EXPIRES: March 25, 2018
Bonded Thru Budget Notary Services

Pamela P. Fendley

Notary Public

My Commission Expires: _____

Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Nancy L. Urbach, well known to me and known by me to be the Board Chairman or Authorized Representative of Lighthouse Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of October, 2016.



PAMELA P. FENDLEY
MY COMMISSION # FF 097403
EXPIRES: March 25, 2018
Bonded Thru Budget Notary Services

Pamela P. Fendley

Notary Public

My Commission Expires: _____

Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

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

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

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

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

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

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
 - (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
 - (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
 - (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

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

17. 2 CFR §200.333 Retention requirements for records.

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

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

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

18. 2 CFR §200.336 Access to records.

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

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. 2 CFR §200.339 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. 2 CFR §200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. 2 CFR §200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. 2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following:
 - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**LIGHTHOUSE CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (partial salaries for three positions – Orientation and Mobility Specialist; Independent Living Skills Instructor; and Vocational, Braille, and Training Specialist) and associated costs (payroll taxes)	\$40,000
TOTAL BUDGET	\$40,000

ACTIVITY: The Agency will utilize CDBG funds to provide vision rehabilitation and independent living skills training to low income seniors (55+) who are blind or visually impaired.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to thirty (30) unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

LIGHTHOUSE CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To provide residents with sight impairment the skills they need to achieve their full potential to live independently and maintain or improve their quality of life.

PLANNED ACTIVITIES: The Agency's exiting Older Blind Program will provide seniors who are blind or visually impaired with independent living skills to allow them to "age in place," maintaining their home and independence. The staff members will help program participants feel comfortable in their everyday activities to help reduce the need for aid services or assisted living. Activities will include orientation and mobility training, use of accessible technologies, daily living skills, and techniques for utilization of remaining low vision.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to thirty (30) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. Program participants will be able to demonstrate and apply compensatory skills (such as self-advocacy, maintaining well-being, managing the home, and navigating safely to avoid common hazards);
2. Program participants will increase their confidence and ability to interact with family, friends, and community; and
3. Program participants will maintain the skills for self-care and remain independent in their home, relieving the need for dependence on family or other for support and delaying the need for moving to assisted living.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members are involved in the Program:

Stephanie Laureano, Program Director;
Ginger Oreskovich, Rehabilitation Manager;
Mark Batchelor, Manager of Grants and Contract Compliance;
Judy Matthews, Rehabilitation Teacher;
Brenda Cintron, Independent Living Instructor;
Chris Sacca, Rehabilitation Assistant;
David Ushiro, Access Technology Instructor;
Craig Marquis, Braille Instructor.

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): 30 Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility**Grant Year:** 2016-2017**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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Contact Person (Print Name): _____ Email: _____ Phone: _____

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LIGHTHOUSE CENTRAL FLORIDA, INC.

By: Lee Neseli

Title: President/CEO

Date: 10 - 24 - 2016

EXHIBIT J

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

EXHIBIT M
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)	Lighthouse Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	611478801
(a) (iii)	Federal Award Identification Number (FAIN)	59-2418228
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$40,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of independent living skills training and vision rehabilitation to low income seniors who are blind or visually impaired
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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
(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 §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

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or designee)
Orange County Housing and Community Development Division

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-15)
Between
ORANGE COUNTY, FLORIDA
And
PRIMROSE CENTER, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Primrose Center, 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-16-UC-12-0015 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 job training and job placement to severely disabled adults (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services at their 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

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 §570.208 (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 job training and placement to severely disabled adults in need of these services deemed to meet the necessary requirements

(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 2733 South Fern Creek Avenue, Orlando, Florida 32806, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$30,000 (Thirty Thousand Dollars) 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 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.
- 2.2 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.

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.

- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.
- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 ("Monitoring and Reporting Program Performance") (**Exhibit A**), as

applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.

- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** ("Sub-recipient Monitoring Guidelines").

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be from October 1, 2016 through September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.

- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without 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.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than

\$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

- d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this

insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

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: Chief Executive Officer
 Primrose Center, Inc.
 2733 South Fern Creek Avenue
 Orlando, FL 32806

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaughn*
for Deputy Clerk

Date: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: PRIMROSE CENTER, INC.

Will T. McCormac
William T. McCormac

TITLE: Chief Executive Officer

AND

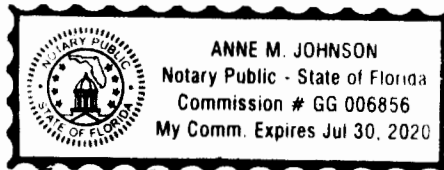
BY: Dr. Nikk. Keeter
Board Chairman or Authorized Representative

Dr. Nikk. Keeter
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, William T. McCormac, well known to me and known by me to be the Chief Executive Officer of Primrose Center, Inc., and acknowledged before me that he/~~she~~ was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of October, 2016.

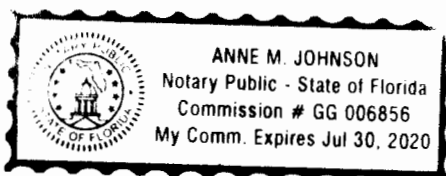


[Signature]
Notary Public
My Commission Expires: July 30 2020
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Dr. Nikk. Keeter, well known to me and known by me to be the Board Chairman or Authorized Representative of Primrose Center, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of October, 2016.



[Signature]
Notary Public
My Commission Expires: July 30 2020
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. 2 CFR §200.328 Monitoring and reporting program performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. 2 CFR §200.331 Requirements for pass-through entities.

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. 2 CFR §200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. 2 CFR §200.339 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. 2 CFR §200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. 2 CFR §200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. 2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following:
 - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**PRIMROSE CENTER, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (partial salary of one Employment Placement Specialist) and associated costs (payroll taxes)	\$30,000
TOTAL BUDGET	\$30,000

ACTIVITY: The Agency will utilize CDBG funds to provide job training and job placement to severely disabled adults.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **twenty-four (24)** unduplicated program participants.

EXHIBIT C
SCOPE OF SERVICES

PRIMROSE CENTER, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To provide intensive job training, helping low- to moderate-income persons with disabilities seek, obtain, and maintain employment in the community.

PLANNED ACTIVITIES: The Agency's existing Supported Employment Program will continue providing services to individuals with severe developmental and intellectual disabilities through job development, job placement, individual on-site training, employability skills and travel training.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to twenty-four (24) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. Program participants will demonstrate an increase in knowledge of employability skills training;
2. 20% of program participants will improve their standard of living by gaining or maintaining employment skills (as evidenced by pay stubs, letters from employers, and/or documented conversations between employers and workers verifying client employment); and
3. 80% of program participants will increase their independence (as evidenced by the number of job coach intervention hours received that does not exceed 35% of an individual's work hours per month).

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Brenda Saal, Employment Placement Specialist

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D

INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____

Contact Person: _____ Phone: _____ E-mail: _____

Total Program Participants (Goal): **24** Program Participants _ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility**Grant Year:** 2016-2017**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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Contact Person (Print Name): _____ Email: _____ Phone: _____

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRIMROSE CENTER, INC.

By: 2007 ML

Title: CEO

Date: 10/21/16

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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Page 1 of 1

EXHIBIT M
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)	Primrose Center, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	059554964
(a) (iii)	Federal Award Identification Number (FAIN)	59-0699143
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$30,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of job training and job placement to severely disabled adults
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D, E, F, G, H, I

	agency including identification of any required financial and performance reports;	
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.4 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or designee)
Orange County Housing and Community Development Division

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-9-16)
Between
ORANGE COUNTY, FLORIDA
And
SENIORS FIRST, INC.
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County") and Seniors First, 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-16-UC-12-0015 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 the Meals on Wheels program supplying home delivered meals to homebound and disabled low income seniors in Orange County (collectively referred to as "Services"); and

WHEREAS, the Agency proposes to provide such Services 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

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 §570.208 (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 home delivered meals to homebound and disabled low income seniors in Orange County in need of these services deemed to meet

the necessary requirements (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 5395 L.B. McLeod Road, Orlando, Florida 32811, 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 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under Grant Number B-16-UC-12-0015 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 Contract 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 herein no way constitute a guarantee of

the level of effort that may be requested by 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 Contract. 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 \$115,000 (One Hundred and Fifteen Thousand Dollars) 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 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.
- 2.2 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.

- 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.
- 2.3 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.
- 2.4 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**).
- 2.5 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.
- 2.6 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, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (hereinafter referred to as the "Uniform Administrative Requirements").
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with the provisions of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"), and established policies set forth herein.
- 2.4 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation, including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards 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.
- 2.5 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.
- 2.6 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.7 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.8 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or in the event of litigation, the filing of a claim, or an audit finding, records shall be retained until the claim, audit, or litigation (including any associated appeals) is resolved. 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 §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

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, subpart D.

- 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, 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 200.338 ("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.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") 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 Monitoring and program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit G** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.**

- 4.1 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.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.50, subpart F.
- 4.3 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-part (c).
- 4.4 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator, no later than thirty (30) days after the auditor’s report is received by the Agency. All 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

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

- 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 200.500, subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the entity’s fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller’s Office, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be from October 1, 2016 through September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 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 Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 24 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the 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 nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver

of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to 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, 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 submitted on or before the last day of the month following that 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 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. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without 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.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with 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 Part 200 ("Uniform Administrative Requirements"). 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 attorneys' 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 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-vendors/sub-contractors providing Services hereunder (if any) procures and maintains, under the completion of their respective services, insurance of the types and to the limits specified herein.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) ***Commercial General Liability*** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

- b) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.
- c) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:
- Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
- Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent
- Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent
- (Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance

management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

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
 Seniors First, Inc.
 5395 L.B. McLeod Road
 Orlando, FL 32811

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. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CDR 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 §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the "Certification Regarding Lobbying" attached hereto and incorporated by this reference as **Exhibit I**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency have 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 discriminate, 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.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between 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.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR§ 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or 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 or 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 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Gerico Vaupel*
for Deputy Clerk

Date: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: SENIORS FIRST, INC.

Marsha Lorenz
Marsha Lorenz

TITLE: President/CEO

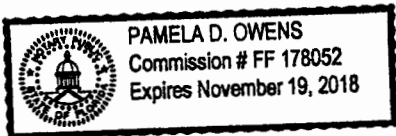
AND

BY: William L. Stewart
Board Chairman or Authorized Representative
William L. Stewart Jr
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Marsha Lorenz well known to me and known by me to be the President/CEO of Seniors First, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

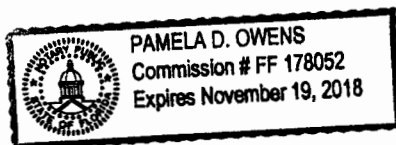


Pamela D. Owens
Notary Public
My Commission Expires: Nov. 19, 2018
Pamela D. Owens
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, William L. Stewart Jr., well known to me and known by me to be the Board Chairman or Authorized Representative of Seniors First, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.



Pamela D. Owens
Notary Public
My Commission Expires: Nov. 19, 2018
Pamela D. Owens
Printed Name or Stamp

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.
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. 2 CFR §200.328 Monitoring and reporting program performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.

Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. 2 CFR §200.331 Requirements for pass-through entities.

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see §200.39 Federal award date);
 - (v) Subaward Period of Performance Start and End Date;

- (vi) Amount of Federal Funds Obligated by this action;
 - (vii) Total Amount of Federal Funds Obligated to the subrecipient;
 - (viii) Total Amount of the Federal Award;
 - (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
 - (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - (xii) Identification of whether the award is R&D; and
 - (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
 - (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
 - (4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.
 - (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and
 - (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
 - (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and

- the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the 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 §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. 2 CFR §200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. 2 CFR §200.339 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. 2 CFR §200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. 2 CFR §200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. 2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following:
 - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**SENIORS FIRST, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016-September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel and associated costs (payroll taxes)	
Meal Site Supervisors (3)	\$30,000
Back-up Delivery Driver	\$4,543
Direct Assistance	
Food Purchase (raw meal cost)	\$64,407
Other Program Costs	
Social Services Assessment	\$7,750
Finance Assistant	\$4,150
Data Specialist (MOW)	\$4,150
TOTAL BUDGET	\$115,000

ACTIVITY: The Agency's will utilize CDBG funds for its Meals on Wheels (MOW) Program that delivers meals to homebound low income seniors.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to one hundred and fourteen (114) program participants; 16,499 meals will be served.

EXHIBIT C
SCOPE OF SERVICES

SENIORS FIRST, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To improve the quality of life and help overcome obstacles, so that living at home remains an option for seniors.

PLANNED ACTIVITIES: The Agency's Meals on Wheels (MOW) program addresses senior isolation and hunger by providing low income seniors with nutritious meals, friendly visits and safety checks, which, combined, offer the support homebound seniors need to continue to thrive.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **one hundred and fourteen (114)** unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. Improved nutritious intake and reduced food insecurity among program participants;
2. Improved social contact and reduced isolation among program participants; and
3. Improved well-being and quality of life of program participants.

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, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members are involved in the program:

Rosemary Miller, Site Supervisor;
Darrell Mulzac, Site Supervisor;
Sean Boyette, Site Supervisor;
Russell Dariso, Delivery Driver;

Vicky Murray, Delivery Driver.
Mike Jacobshagen, Data Specialist;
Lycia Agosto, Case Manager;
Harlene Reid, Director of Finance;

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 current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D

INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E INCOME GUIDELINES

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	12,300	20,500	32,800
2	16,020	23,400	37,450
3	20,160	26,350	42,150
4	24,300	29,250	46,800
5	28,440	31,600	50,550
6	32,580	33,950	54,300
7	36,300	36,300	58,050
8	38,650	38,650	61,800

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 March 28, 2016.

EXHIBIT F
CDBG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____
 Total Program Participants (Goal): **114** Program Participants _____ Total Households members

SECTION 1	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) 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)				
TOTAL (s/b same as below)				
Female Headed Households				
Homeless				
Orange County Residents				
SECTION 2	<u>Total New for Month</u> Program Participants *(Unduplicated) served with CDBG		<u>Year-to-Date</u> Program Participants *(Unduplicated) served with CDBG	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Amer. Indian/Alaska Native and White				
Asian and White				
Black / African American and White				
American Indian/Alaska Native and Black / African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's CDBG 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/Accessibility**Grant Year:** 2016-2017**SECTION 3**

Of the program participants and households assisted, enter the number that:

	<u>Program</u> <u>Participants</u>	<u>Additional</u> <u>Household</u> <u>Members</u>	<u>Total</u> <u>Persons</u> <u>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:	_____	_____	_____
Total:	_____	_____	_____

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:	_____	_____	_____
Total:	_____	_____	_____

TOTAL HOUSEHOLDS ASSISTED _____

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Contact Person (Print Name): _____ Email: _____ Phone: _____

Signature: _____ Date: _____

Form revised in September of 2016. 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 terminates with 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 for 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 Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SENIORS FIRST, INC.

By: _____

Title: _____

Date: _____

EXHIBIT J

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

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.

CG 24 04 05 09

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EXHIBIT M
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)	Seniors First, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	063526321
(a) (iii)	Federal Award Identification Number (FAIN)	59-2759603
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016 - September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$5,576,866
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$115,000
(a) (viii)	Total Amount of the Federal Award	\$5,576,866
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of home delivered meals to homebound and disabled low income seniors
(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 §200.414 Indirect (F&A) costs).	No Indirect Costs charged in the Agreement
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	Yes, Exhibits B, C, D,

	entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	E, F, G, H, I
(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 §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

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Signature:

Title:

Nancy Sharifi
Nancy Sharifi

Manager (or designee)
Orange County Housing and Community Development Division

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-15-01)
Between
ORANGE COUNTY, FLORIDA
And
COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Coalition for the Homeless of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development ("HUD"), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as "ESG") Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E16-UC-12-0015) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as "ESG Program Funds" or "Program Funds"); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee ("Program Administrator") in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation with experience providing shelter and supportive services to the homeless population (collectively hereafter referred to as the "Project"); and

WHEREAS, the Agency proposes to provide such Services to qualified Orange County homeless individuals and families (collectively referred to as "Clients"); and

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROGRAM OBJECTIVES

Section 1. **Compliance with Program Objectives.** The ESG Program will provide funding to meet the following objectives:

- 1.1 Engage homeless individuals and families living on the street;
- 1.2 Improve the number and quality of emergency shelters for homeless individuals and families;
- 1.3 Help operate these homeless shelters;
- 1.4 Provide essential services to homeless shelter residents;
- 1.5 Rapidly re-house homeless individuals and families; and
- 1.6 Prevent families and individuals from becoming homeless.

ARTICLE III

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project services to Orange County homeless individuals and families meeting the eligibility requirements (collectively hereinafter referred to as "Clients").
- 1.3 The Agency shall provide the necessary professional staff, volunteer workers and services required for the operation of the ESG Program.

- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing ESG assistance and must consistently apply those standards for all Program Clients as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400.
- 1.7 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.
- 1.8 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.9 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order are made when providing emergency shelter, street outreach or victim services.
- 1.10 The Agency shall fulfill HUD's requirement to participate in the Homeless Management Information System ("HMIS"). The Agency shall:
 - a. Comply with the Homeless Services Network's Policies and Procedures for HMIS;
 - b. Designate a primary contact to manage HMIS requirements ("Primary Contact");
 - c. Provide the Primary Contact's contact information to the County and Homeless Services Network;
 - d. Assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS;
 - e. Submit to Orange County such HMIS reports as may be required by the County.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the services relating to the Project contemplated under this Agreement to unduplicated Clients. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program

proposed budget (“Budget”), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.

- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws as more specifically set forth in **Exhibits E through G**.

Section 3. **Service Area.** The Agency shall provide Services through their facilities located at 639 West Central Boulevard, Orlando, FL 32801; and 107 Hillcrest Street, Orlando, FL 32801, or such other address located within Orange County, as may be provided to the County in writing (“Facility”).

ARTICLE IV

RECORDS AND CONFIDENTIALITY

Section 1. Records Management.

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 (“Retention Requirements for Records”), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing Client eligibility, in accordance with **Exhibit F** (homeless definitions under the HEARTH Act). The Agency shall also maintain documentation including, but not limited to, family configuration, number of female heads of households assisted, race, ethnic origin, type of assistance requested, service(s) provided and income (see **Exhibits E and G**). If Services provided with ESG Program Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **Exhibits H through J**.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.
- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. Requirements for Personal Information Protection.

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an

individual's first name or first initial and last name in combination with any of the following:

- (a) A social security number;
- (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
- (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.

2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.

2.5 Notice of such breach to the County shall include the following:

- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
- (b) The number of individuals who were or potentially have been affected by the breach;
- (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
- (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.

- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E16-UC-12-0015) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Clients are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner the Grantee reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. Budget.

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$125,000 (One Hundred and Twenty-Five Thousand Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.

- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. **Billing Requirements.**

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter “Cost Reimbursement Invoice”), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator’s office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 (“Collections of Amounts Due”) (**Exhibit A**).
- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled “Uniform Administrative

Requirements, Costs Principles and Audit Requirements for Federal Awards” (hereinafter “Uniform Administrative Requirements”) the Federal Code shall take precedence.

- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit G**), or failure to assist the number of Clients projected, have not been met.
- 1.9 The Agency shall ensure that:
 - (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports, if the Agency does not have a Client identification numbering system in place.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County’s Housing and Community Development Division Manager (“Manager”) upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator’s office and will be processed for payment only after all documentation has been verified for completeness.

- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.
- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VII

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project services described herein (**Exhibit C – “Scope of Services”**).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”). Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).

- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:
- (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
 - (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;

- (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and
 - (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
- 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
- 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
- (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement;

- (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.
- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VIII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.
- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.
- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 (“Monitoring and Reporting Program Performance”) (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
- 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit K** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.** The Orange County Comptroller (hereinafter “Comptroller”) (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein.

The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor's report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be October 1, 2016 through December 15, 2017. Unless otherwise approved by the County in writing, all Project services shall be completed by September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.

- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.

ARTICLE X

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit K** (“Sub-recipient Monitoring Guidelines”). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program’s Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit G**, including, but not limited to, the following information:
 - (a) Total of unduplicated persons and households assisted;
 - (b) Racial breakdown and ethnic background of persons assisted;
 - (c) Gender of persons assisted;
 - (d) Number of families, adults, youths, female headed and single head households assisted;
 - (e) Persons in special sub-populations assisted;
 - (f) Description of service(s) provided; and
 - (g) Number of persons housed.
- 2.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted,

type of shelter and services, and number of bed nights provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

- 2.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **Exhibit G**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE XI

ASSIGNMENTS AND SUBCONTRACTS

Section 1. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).

- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.
 - c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
 - d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIV

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: President/CEO
Coalition for the Homeless of Central Florida, Inc.
639 West Central Boulevard
Orlando, FL 32801

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XVI

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY:

Teresa Jacobs
Teresa Jacobs

Tu
Orange County Mayor

DATE:

11-16-16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY:

Jessica Vaughn

for

Deputy Clerk

DATE:

NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

Brent A. Trotter
Brent A. Trotter

TITLE: President/CEO

AND

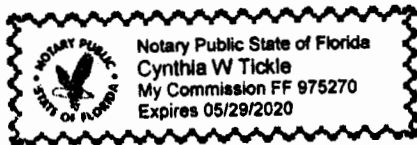
BY: Samuel C. Stephens III
Board Chairman or Authorized Representative

SAMUEL C STEPHENS III
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Brent A. Trotter well known to me and known by me to be the President/CEO of Coalition for the Homeless of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me ~~or has produced~~ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19TH day of OCTOBER, 2016.

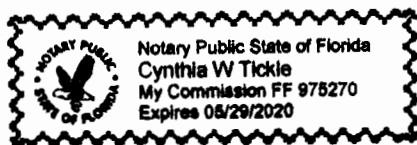


Cynthia W. Tickle
Notary Public
My Commission Expires: _____
Printed Name or Stamp

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, SAMUEL C STEPHENS III, well known to me and known by me to be the Board Chairman or Authorized Representative of Coalition for the Homeless of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me ~~or has produced~~ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20TH day of OCTOBER, 2016.



Cynthia W. Tickle
Notary Public
My Commission Expires: _____
Printed Name or Stamp

EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. **2CFR §200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. **2 CFR §200.328 Monitoring and reporting program performance.**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. **2 CFR §200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. **2 CFR §200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. **2 CFR §200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. **2 CFR §200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. **2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017**

Direct Costs	Total Cost
Insurance	\$15,000
Utilities	\$80,000
Telephone	\$9,000
Program Supplies	\$1,000
Maintenance	\$20,000
TOTAL BUDGET	\$125,000

ACTIVITY: The Agency will utilize ESG funds to provide emergency shelter and essential services to homeless individuals and families.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **two hundred and sixteen (216)** persons.

MATCHING FUNDS: Match funds in the amount of \$125,000 are expected to come from one or more of the following sources: cash expended in allowable costs, other federal funds, state government funds, local government, private funds, and fees.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Coalition for the Homeless, Inc.

EXHIBIT C
SCOPE OF SERVICES

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To provide essential and component services to homeless men, women and children, including shelter, nutritious meals and access to all of the tools needed for low-income, homeless clients to increase their personal, economic and housing stability.

PLANNED ACTIVITIES: The operational support funding will provide shelter and housing readiness for homeless men, women and children through the following three programs:

1. The Center for Women and Families (CWF) provides emergency shelter and case management to single women, single parents with children and intact families, parents with sons over ten, fathers with daughters and large families;
2. The Women's Residential and Counseling Center (WRCC) provides longer-term shelter for homeless women and children, often fleeing domestic violence;
3. The Men's Service Center (MSC) addresses the needs in homeless single men.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **two hundred and sixteen (216)** unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. 25% of program participants will move into transitional housing at project exit;
2. 50% of program participants will move into permanent housing at project exit;
3. 30% of adult program participants will obtain earned income at project exit; and
4. 60% of adult program participants will obtain cash/non-cash benefits at project exit.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members will be involved in the programs:

Maria Antonetti - VOCA Children's Advocate (WRCC), Child & Elder Abuse Investigator
Roxanne Beardmore - Program Director (WRCC) Shelter Management, Staff Supervision
Anthony Brown - Case Manager (MSC) Counselor, Corrections Officer
Kimberly Cone - Case Manager (CWF) Shelter-based Case Management
Maria Cruz - Case Manager (MSC) Community Outreach, Geriatrics
Dividia Daniels – Resident Coordinator (WRCC) Facility Oversight, Intake/Orientation
Connie Dean - Intake Coordinator (CWF) Dual Diagnoses, Assessment
Samanthia Denmark - Case Manager (CWF) First Steps Substance Abuse, Individual & Group
Linda Ferreira - Assistant Director (CWF) Homeless & Transition Housing, Staff Supervision
Jennyfer From - Case Manager (CWF) Mental Health Assessment & Treatment
Jose Irizarry – Director, Case Management Services (MSC) Case Manager, Program Director
Miss Jones - VOCA Advocate/Case Manager (CWF) Family Violence, Emergency Services
Johnny Little – Recovery Specialist (MSC) Resident Advisor, Case Management
Albert McKinnon - Case Manager, Veteran Services (MSC) Homeless Veterans
Joshua Miller - Director (MSC) Program Management, Case Management
Sonia Ruiz - Case Manager, Veteran Services (MSC) Mental Health, Substance Abuse
Chanel Thomas - VOCA Manager/Advocate (WRCC) Assessments, Family Service
Karem Urena - Intake Coordinator (MSC) Probation Officer, Operations
Margarita Webb - General Services Manager (MSC) Staff Manager, Operations
Donna Horton - Program Director (CWF) Social Services Management

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES (Gross Income)

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low Income (Up to 30% of AMI)
1	\$12,300
2	\$16,020
3	\$20,160
4	\$24,300
5	\$28,440
6	\$32,580
7	\$36,300
8	\$38,650

DEFINITIONS:

EXTREMELY LOW: Incomes do not exceed thirty (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.

EFFECTIVE: Data effective as of March 28, 2016.

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 2 – Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 2 –Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - To assist: Households 216 Persons

SECTION I	Total for Month			Year-to-Date		
	Unduplicated <u>Households</u> served with ESG			Unduplicated <u>Households</u> served		
	Headed by Male	Headed by Female	Total Households	Headed by Male	Headed by Female	Total Households
Families with no children						
Households of: Unaccompanied Adult 25 and over						
Households of: Unaccompanied Youth 18-24						
Households of: Unaccompanied Child less than 18						
Households with children and youth headed by a Single Person 25 and over						
Households with children headed by a Single person under 25						
Households with: Two Parents 25 and over:						
Households with Two Parents under 25:						
TOTAL HOUSEHOLDS						

NOTE: Do not fill shaded areas

SECTION II	Total for Month				Year-to-Date			
	*Unduplicated <u>Persons</u> served with ESG →				*Unduplicated <u>Persons</u> served with ESG →			
SECTION III Persons Served in Emergency or Transitional Shelters who were: (Clients may fit more than one category; some duplication may occur)	Male	Female	Adults	Children &/or Youth	Male	Female	Adults	Children &/or Youth
Chronically Homeless (Emergency Shelter only)								
Severely mentally ill (chronically)								
Chronic Substance Abuse (alcohol & drug)								
Other Disability (DD, physical, & other)								
Veterans								
Persons with HIV/AIDS								
Victims of Domestic Violence (battered Spouse)								
Elderly								

Unduplicated annual number served: **EMERGENCY SHELTER:**-Households _____ Persons _____ [Adults _____ Children/Youth _____]

HOMELESSNESS PREVENTION: Households _____ Persons _____ [Adults _____ Children/Youth _____]

RAPID RE-HOUSING: Households _____ Persons _____ [Adults _____ Children/Youth _____]

NON-SHELTER SERVICES: Annual number served: Adults _____ Children/Youth served _____.

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

(Continued)

AGENCY NAME _____

SECTION IV	Total for Month *Unduplicated <u>Persons</u> served with ESG					Year-to-Date *Unduplicated <u>Persons</u> served with ESG				
	Hispanic or Latino		Not Hispanic or Latino		Total	Hispanic or Latino		Not Hispanic or Latino		Total
	Adults	Children &/or Youth	Adults	Children &/or Youth		Adults	Children &/or Youth	Adults	Children &/or Youth	
White										
Black / African American										
Asian										
American Indian /Alaska Native										
Native Hawaiian /other Pacific Islander										
Amer. Indian/Alaska Native and White										
Asian and White										
Black / African American and White										
Amer. Indian/Alaska Native and Black /African American										
Other Multi-Racial										
TOTAL <i>(s/b same as top of Section II)</i>										

Indicate Programs and Services provided with an X:

Emergency Shelter _____	Outreach _____	Legal Services _____
Food Pantry _____	Health &/or Dental Care _____	Budget/Crisis Counseling _____
Drop-in Center _____	Mental Health Services _____	Credit Counseling _____
Child care _____	Substance Abuse Services _____	Vouchers for Housing _____
HIV/AIDS Services _____	Homelessness Prevention _____	Soup Kitchen/Meal Distrib. _____
Rapid Re-Housing _____	Employment _____	Other: _____

Indicate Type of Organization carrying out the Activity with an X:

____ Public Agency ____ Faith-Based Non-Profit ____ Other Non-Profit

(Continued)

AGENCY NAME _____

(Continued)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

[illegible]

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Name: _____ Signature _____ Date _____

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EXHIBIT H

HOUSING HABITABILITY STANDARDS

The Agency will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub grantee under ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
- B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:
 - 1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - 2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - 3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - 4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - 5. Water supply. The water supply must be adequate.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - 8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
 - 9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - 10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
 - 11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - 12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I
HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection
Inspector's Name:			
Street Address	City	State	Zip Code
Housing Type : ___ High Rise ___ Mobile Home ___ Older Home Converted ___ Older Multi-Family ___ Row House/Garden Apt ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ _____ Phone Number: _____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____		
INSPECTION CHECKLIST			
	Passed	Failed	
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.			
Access - Accessible without unauthorized use of other property, available egress in case of fire.			
Space and Security - Adequate space and security for each resident and their belongings.			
Interior Air Quality - Space provided with natural or mechanical ventilation and free of pollutants in the air.			
Water Supply - Water supply is operable.			
Sanitary Facilities - Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.			
Fire Safety - Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.			
Heating/Cooling – System is in operable condition.			
Electrical - Outlets, switches and other electrical items are in operable condition.			
Kitchen Facilities - Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.			
Sanitary Condition - The unit is maintained in sanitary condition.			
Lead Based Paint - For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.			

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____

In File (Always Applicable) <input checked="" type="checkbox"/>		Documentation
<input type="checkbox"/>		HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member's identity, per requirement/standard set by ESG Program grantee.
<input type="checkbox"/>		ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	ESG PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., "supporting documentation for expenses kept in accounts payable file").
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENTAL ASSISTANCE <input type="checkbox"/> Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) <input type="checkbox"/> Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with ESG Program <input type="checkbox"/> Rental arrears – copy of lease or occupancy agreement <input type="checkbox"/> Current/ongoing rental assistance – copy of lease or occupancy agreement -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (6 months total ESG Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility) <input type="checkbox"/> Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) <input type="checkbox"/> Utility arrears – supporting documentation, maximum 2 months assistance. <input type="checkbox"/> Current/ongoing utility assistance – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating assistance up to a period of 3 months and not greater than 6 months total after re-assessment
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	SECURITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Participant Household Name: _____

<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- AND (if applicable) -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOVING COSTS (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND (for storage costs) -- <input type="checkbox"/> Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND -- <input type="checkbox"/> Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) -- AND -- <input type="checkbox"/> Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) -- AND -- <input type="checkbox"/> Documentation indicating assistance not greater than thirty (30) days or until participant is in housing, whichever occurs sooner
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSING UNIT - Documentation showing ESG Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENT REASONABLENESS – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. <input type="checkbox"/> Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	LEAD-BASED PAINT INSPECTION – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. <input type="checkbox"/> Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT L
(if/as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: DECISION HR

Workers' Compensation Carrier: Illinois National Insurance Company

A.M. Best Rating of Carrier: A (XV)

Inception Date of Leasing Arrangement: 1/27/2014

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: COALITION FOR THE HOMELESS OF CENTRAL FLORIDA

Signature of Owner/Officer: [Signature]

Title: PRESIDENT / CEO

Date: 10/19/16

Revised 10/1/08

EXHIBIT M
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

By: 

Title: PRESIDENT / CEO

Date: 10/19/16

EXHIBIT N

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CRITERIA	EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Coalition for the Homeless of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	613920354
(a) (iii)	Federal Award Identification Number (FAIN)	59-2814255
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$491,249
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$125,000
(a) (viii)	Total Amount of the Federal Award	\$491,249
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of shelter and supportive services to the homeless population (operations & essential services)
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H, I, J, K, L, M
(a) (4)	An approved federally recognized indirect cost rate	

	negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.3 (l) of Agreement
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development

PROJECT ADMINISTRATION AGREEMENT (#2016-15-02)

Between

ORANGE COUNTY, FLORIDA

And

COVENANT HOUSE FLORIDA, INC.

Regarding

THE EMERGENCY SOLUTIONS GRANT PROGRAM

FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Covenant House Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development ("HUD"), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as "ESG") Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E16-UC-12-0015) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as "ESG Program Funds" or "Program Funds"); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee ("Program Administrator") in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation with experience providing shelter and essential services to the homeless youth (collectively hereafter referred to as the "Project"); and

WHEREAS, the Agency proposes to provide such Services to qualified Orange County homeless individuals and families (collectively referred to as "Clients"); and

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROGRAM OBJECTIVES

Section 1. **Compliance with Program Objectives.** The ESG Program will provide funding to meet the following objectives:

- 1.1 Engage homeless individuals and families living on the street;
- 1.2 Improve the number and quality of emergency shelters for homeless individuals and families;
- 1.3 Help operate these homeless shelters;
- 1.4 Provide essential services to homeless shelter residents;
- 1.5 Rapidly re-house homeless individuals and families; and
- 1.6 Prevent families and individuals from becoming homeless.

ARTICLE III

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project services to Orange County homeless individuals meeting the eligibility requirements (collectively hereinafter referred to as "Clients").
- 1.3 The Agency shall provide the necessary professional staff, volunteer workers and services required for the operation of the ESG Program.

- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing ESG assistance and must consistently apply those standards for all Program Clients as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400.
- 1.7 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.
- 1.8 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.9 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order are made when providing emergency shelter, street outreach or victim services.
- 1.10 The Agency shall fulfill HUD's requirement to participate in the Homeless Management Information System ("HMIS"). The Agency shall:
 - a. Comply with the Homeless Services Network's Policies and Procedures for HMIS;
 - b. Designate a primary contact to manage HMIS requirements ("Primary Contact");
 - c. Provide the Primary Contact's contact information to the County and Homeless Services Network;
 - d. Assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS;
 - e. Submit to Orange County such HMIS reports as may be required by the County.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the services relating to the Project contemplated under this Agreement to unduplicated Clients. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program

proposed budget ("Budget"), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.

- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws as more specifically set forth in **Exhibits E through G**.

Section 3. **Service Area.** The Agency shall provide Services through their facility located at 5931 East Colonial Drive, Orlando, Florida 32807, or such other address located within Orange County, as may be provided to the County in writing ("Facility").

ARTICLE IV

RECORDS AND CONFIDENTIALITY

Section 1. Records Management.

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 ("Retention Requirements for Records"), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing Client eligibility, in accordance with **Exhibit F** (homeless definitions under the HEARTH Act). The Agency shall also maintain documentation including, but not limited to, family configuration, number of female heads of households assisted, race, ethnic origin, type of assistance requested, service(s) provided and income (see **Exhibits E and G**). If Services provided with ESG Program Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **Exhibits H through J**.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.
- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. Requirements for Personal Information Protection.

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an

individual's first name or first initial and last name in combination with any of the following:

- (a) A social security number;
- (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
- (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.

2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.

2.5 Notice of such breach to the County shall include the following:

- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
- (b) The number of individuals who were or potentially have been affected by the breach;
- (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
- (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.

- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E16-UC-12-0015) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Clients are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner the Grantee reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. Budget.

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$60,000 (Sixty Thousand Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.
- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements.

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter "Cost Reimbursement Invoice"), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator's office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 ("Collections of Amounts Due") (**Exhibit A**).
- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled "Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards" (hereinafter "Uniform Administrative Requirements") the Federal Code shall take precedence.

- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit G**), or failure to assist the number of Clients projected, have not been met.
- 1.9 The Agency shall ensure that:
- (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports, if the Agency does not have a Client identification numbering system in place.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County's Housing and Community Development Division Manager ("Manager") upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator's office and will be processed for payment only after all documentation has been verified for completeness.
- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.

- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VII

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project services described herein (**Exhibit C – “Scope of Services”**).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”). Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-

profit organizations expending federal awards.

2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:

- (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
- (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
- (c) Chart of Accounts listing all accounts;
- (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
- (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
- (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
- (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
- (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
- (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;
- (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and

- (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
- 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
- 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
 - (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement;
 - (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VIII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.
- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may

be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.

- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 (“Monitoring and Reporting Program Performance”) (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
- 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit K** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.** The Orange County Comptroller (hereinafter “Comptroller”) (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor's report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit

conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be October 1, 2016 through December 15, 2017. Unless otherwise approved by the County in writing, all Project services shall be completed by September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.

- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.

ARTICLE X

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit K** ("Sub-recipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit G**, including, but not limited to, the following information:
 - (a) Total of unduplicated persons and households assisted;
 - (b) Racial breakdown and ethnic background of persons assisted;
 - (c) Gender of persons assisted;
 - (d) Number of families, adults, youths, female headed and single head households assisted;
 - (e) Persons in special sub-populations assisted;
 - (f) Description of service(s) provided; and
 - (g) Number of persons housed.
- 2.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency

must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

- 2.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **Exhibit G**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE XI

ASSIGNMENTS AND SUBCONTRACTS

Section 1. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).

- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)
- The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:
- <http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>
- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.
 - c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
 - d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIV

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: Executive Director
Covenant House Florida, Inc.
5931 East Colonial Drive
Orlando, FL 32807

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XVI

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaupel*
for Deputy Clerk

DATE: NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COVENANT HOUSE FLORIDA, INC.

James M. Gress

James M. Gress

TITLE: Executive Director

AND

BY: [Signature]

Board Chairman or Authorized Representative

DAVID GRABOSKY

(Print or Type Name)

STATE OF New York
COUNTY OF New York

Personally appeared before me, the undersigned authority, James M. Gress well known to me and known by me to be the Executive Director of Covenant House Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

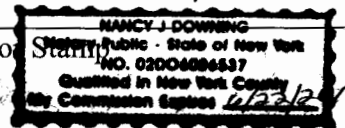
WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

Nancy J. Downing

Notary Public

My Commission Expires: 6/22/2019

Printed Name or Stamp



STATE OF New York
COUNTY OF New York

Personally appeared before me, the undersigned authority, DAVID GRABOSKY, well known to me and known by me to be the Board Chairman or Authorized Representative of Covenant House Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

Nancy J. Downing

Notary Public

My Commission Expires: 6/22/2019

Printed Name or Stamp

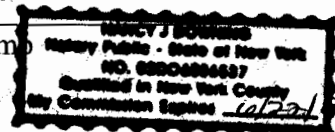


EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. **2CFR §200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. **2 CFR §200.328 Monitoring and reporting program performance.**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

- (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:
- (1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. **2 CFR §200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. **2 CFR §200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. **2 CFR §200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. **2 CFR §200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. **2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**COVENANT HOUSE FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017**

Direct Costs	Total Cost
Personnel - Salaries for service delivery personnel (partial salaries of two Case Managers, THRIVE Program, and an Assistant Coordinator, Outreach) and associated costs (payroll taxes)	\$40,500
Maintenance	\$7,500
Utilities	\$12,000
TOTAL BUDGET	\$60,000

ACTIVITY: The Agency will utilize ESG funds to provide emergency shelter and essential services to homeless unaccompanied youth (ages 18-20).

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to sixty (60) unduplicated program participants.

MATCHING FUNDS: Match funds in the amount of \$60,000 are expected to come from private funds.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Covenant House Florida, Inc.

**EXHIBIT C
SCOPE OF SERVICES**

**COVENANT HOUSE FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017**

OBJECTIVE(S): Provision of shelter and case management services for homeless youth in Orange County.

PLANNED ACTIVITIES: Through its THRIVE Program, the Agency will provide emergency shelter and supportive services to homeless unaccompanied youth ages 18-20. The program will provide homeless youth with access to critical services that will aid in their self-sufficiency, including employment assistance and education, among others.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to sixty (60) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. 100% of Orange County's homeless unaccompanied youth will be enrolled in the THRIVE Program as a result of the Agency's Street Outreach efforts;
2. 75% of the program participants will be enrolled in the Agency's Employment Assistance Program to change their economic status through employment; and
3. 50% of the program participants will receive counseling and case management services to help increase their self-determination and move them to more stable housing.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members will be involved in the program:

Katrina Ordway, Case Manager;
Amanda Camacho, Case Manager;

Chelsey Gutierrez, Assistant Coordinator;
Kelsey Williams, Coordinator of Residential Services;
Barry Fuentez, Director of Program Services.

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES (Gross Income)

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low Income (Up to 30% of AMI)
1	\$12,300
2	\$16,020
3	\$20,160
4	\$24,300
5	\$28,440
6	\$32,580
7	\$36,300
8	\$38,650

DEFINITIONS:

EXTREMELY LOW: Incomes do not exceed thirty (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.

EFFECTIVE: Data effective as of March 28, 2016.

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 2 – Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 2 –Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

Report for Month of: _____ Agency/Project Title: _____

Contact Person: _____ Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - To assist: Households 60 Persons

SECTION I	Total for Month			Year-to-Date		
	Unduplicated <u>Households</u> served with ESG			Unduplicated <u>Households</u> served		
	Headed by Male	Headed by Female	Total Households	Headed by Male	Headed by Female	Total Households
Families with no children						
Households of: Unaccompanied Adult 25 and over						
Households of: Unaccompanied Youth 18-24						
Households of: Unaccompanied Child less than 18						
Households with children and youth headed by a Single Person 25 and over						
Households with children headed by a Single person under 25						
Households with: Two Parents 25 and over:						
Households with Two Parents under 25:						
TOTAL HOUSEHOLDS						

NOTE: Do not fill shaded areas

SECTION II	Total for Month *Unduplicated Persons served with ESG →			TOTAL	Year-to-Date *Unduplicated Persons served with ESG →			TOTAL
SECTION III Persons Served in Emergency or Transitional Shelters who were: (Clients may fit more than one category; some duplication may occur)	Male	Female	Adults	Children &/or Youth	Male	Female	Adults	Children &/or Youth
Chronically Homeless (Emergency Shelter only)								
Severely mentally ill (chronically)								
Chronic Substance Abuse (alcohol & drug)								
Other Disability (DD, physical, & other)								
Veterans								
Persons with HIV/AIDS								
Victims of Domestic Violence (battered Spouse)								
Elderly								

Unduplicated annual number served: **EMERGENCY SHELTER:**-Households Persons [Adults Children/Youth]

HOMELESSNESS PREVENTION: Households Persons [Adults Children/Youth]

RAPID RE-HOUSING: Households Persons [Adults Children/Youth]

NON-SHELTER SERVICES: Annual number served: Adults Children/Youth served .

EXHIBIT G

ESG MONTHLY PROGRAMMATIC REPORT

(Continued)

AGENCY NAME _____

SECTION IV	Total for Month *Unduplicated <u>Persons</u> served with ESG					Year-to-Date *Unduplicated <u>Persons</u> served with ESG				
	Hispanic or Latino		Not Hispanic or Latino		Total	Hispanic or Latino		Not Hispanic or Latino		Total
	Adults	Children &/or Youth	Adults	Children &/or Youth		Adults	Children &/or Youth	Adults	Children &/or Youth	
White										
Black / African American										
Asian										
American Indian /Alaska Native										
Native Hawaiian /other Pacific Islander										
Amer. Indian/Alaska Native and White										
Asian and White										
Black / African American and White										
Amer. Indian/Alaska Native and Black /African American										
Other Multi-Racial										
TOTAL (s/b same as top of Section II)										

Indicate Programs and Services provided with an X:

Emergency Shelter _____	Outreach _____	Legal Services _____
Food Pantry _____	Health &/or Dental Care _____	Budget/Crisis Counseling _____
Drop-in Center _____	Mental Health Services _____	Credit Counseling _____
Child care _____	Substance Abuse Services _____	Vouchers for Housing _____
HIV/AIDS Services _____	Homelessness Prevention _____	Soup Kitchen/Meal Distrib. _____
Rapid Re-Housing _____	Employment _____	Other: _____

Indicate Type of Organization carrying out the Activity with an X:

____ Public Agency ____ Faith-Based Non-Profit ____ Other Non-Profit

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT

(Continued)

AGENCY NAME _____

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in September of 2016. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H

HOUSING HABITABILITY STANDARDS

The Agency will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub grantee under ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
- B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:
 - 1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - 2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - 3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - 4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - 5. Water supply. The water supply must be adequate.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - 8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
 - 9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - 10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
 - 11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - 12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I

HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection
Inspector's Name:			
Street Address	City	State	Zip Code
Housing Type : ___ High Rise ___ Mobile Home ___ Older Home Converted ___ Older Multi-Family ___ Row House/Garden Apt ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ _____ <hr/> Phone Number: _____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____		
INSPECTION CHECKLIST			
	Passed	Failed	
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.			
Access - Accessible without unauthorized use of other property, available egress in case of fire.			
Space and Security - Adequate space and security for each resident and their belongings.			
Interior Air Quality - Space provided with natural or mechanical ventilation and free of pollutants in the air.			
Water Supply - Water supply is operable.			
Sanitary Facilities - Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.			
Fire Safety - Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.			
Heating/Cooling – System is in operable condition.			
Electrical - Outlets, switches and other electrical items are in operable condition.			
Kitchen Facilities - Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.			
Sanitary Condition - The unit is maintained in sanitary condition.			
Lead Based Paint - For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.			

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____

In File (Always Applicable) <input checked="" type="checkbox"/>	<i>Documentation</i>
<input type="checkbox"/>	HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member’s identity, per requirement/standard set by ESG Program grantee.
<input type="checkbox"/>	ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>
	ESG PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., “supporting documentation for expenses kept in accounts payable file”).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> <p>RENTAL ASSISTANCE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with ESG Program <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – copy of lease or occupancy agreement <input type="checkbox"/> Current/ongoing rental assistance – copy of lease or occupancy agreement -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (6 months total ESG Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> <p>UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Utility arrears – supporting documentation, maximum 2 months assistance. <input type="checkbox"/> Current/ongoing utility assistance – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating assistance up to a period of 3 months and not greater than 6 months total after re-assessment
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> <p>SECURITY DEPOSIT (Housing Relocation or Re-housing services only)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Participant Household Name: _____

<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- AND (if applicable) -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOVING COSTS (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND (for storage costs) -- <input type="checkbox"/> Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND -- <input type="checkbox"/> Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) -- AND -- <input type="checkbox"/> Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) -- AND -- <input type="checkbox"/> Documentation indicating assistance not greater than thirty (30) days or until participant is in housing, whichever occurs sooner
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSING UNIT - Documentation showing ESG Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENT REASONABLENESS – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. <input type="checkbox"/> Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	LEAD-BASED PAINT INSPECTION – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. <input type="checkbox"/> Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT L
(if/as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

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: _____

Revised 10/1/08


EXHIBIT M
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COVENANT HOUSE FLORIDA, INC.

By: 

Title: Director of Grants/Admin. Svcs.

Date: October 20, 2016

EXHIBIT N

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CRITERIA	EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Covenant House Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number	122819100
(a) (iii)	Federal Award Identification Number (FAIN)	59-2323607
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$491,249
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$60,000
(a) (viii)	Total Amount of the Federal Award	\$491,249
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of shelter and essential services to the homeless youth (operations & case management)
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H, I, J,K,L,M
(a) (4)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate	Yes, Article VII,

	negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Section 2, Paragraph 2.3 (l) of Agreement
--	---	---

(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:	
(1)	The subrecipient's prior experience with the same or similar subawards;	
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;	
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and	
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).	
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.	
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:	
(1)	Reviewing financial and performance reports required by the pass-through entity.	
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.	
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.	
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:	

(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development

PROJECT ADMINISTRATION AGREEMENT (#2016-15-03)
Between
ORANGE COUNTY, FLORIDA
And
FAMILY PROMISE OF GREATER ORLANDO, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter “County” or “Grantee”) and Family Promise of Greater Orlando, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter “Agency”).

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development (“HUD”), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH Act”); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as “ESG”) Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E16-UC-12-0015) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as “ESG Program Funds” or “Program Funds”); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee (“Program Administrator”) in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation with experience providing shelter and supportive services to the homeless population (collectively hereafter referred to as the “Project”); and

WHEREAS, the Agency proposes to provide such Services to qualified Orange County homeless individuals and families (collectively referred to as “Clients”); and

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency’s compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROGRAM OBJECTIVES

Section 1. **Compliance with Program Objectives.** The ESG Program will provide funding to meet the following objectives:

- 1.1 Engage homeless individuals and families living on the street;
- 1.2 Improve the number and quality of emergency shelters for homeless individuals and families;
- 1.3 Help operate these homeless shelters;
- 1.4 Provide essential services to homeless shelter residents;
- 1.5 Rapidly re-house homeless individuals and families; and
- 1.6 Prevent families and individuals from becoming homeless.

ARTICLE III

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project services to unduplicated Clients.
- 1.3 The Agency shall provide the necessary professional staff, volunteer workers and services required for the operation of the ESG Program.

- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing ESG assistance and must consistently apply those standards for all Program Clients as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400.
- 1.7 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.
- 1.8 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.9 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order are made when providing emergency shelter, street outreach or victim services.
- 1.10 The Agency shall fulfill HUD's requirement to participate in the Homeless Management Information System ("HMIS"). The Agency shall:
 - a. Comply with the Homeless Services Network's Policies and Procedures for HMIS;
 - b. Designate a primary contact to manage HMIS requirements ("Primary Contact");
 - c. Provide the Primary Contact's contact information to the County and Homeless Services Network;
 - d. Assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS;
 - e. Submit to Orange County such HMIS reports as may be required by the County.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the services relating to the Project contemplated under this Agreement to unduplicated Clients. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program

proposed budget ("Budget"), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.

- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws as more specifically set forth in **Exhibits E through G**.

Section 3. **Service Area.** The Agency shall provide Services through their facility located at 2313 ½ North Orange Avenue, Orlando, Florida 32804, or such other address located within Orange County, as may be provided to the County in writing ("Facility").

ARTICLE IV

RECORDS AND CONFIDENTIALITY

Section 1. **Records Management.**

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 ("Retention Requirements for Records"), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing Client eligibility, in accordance with **Exhibit F** (homeless definitions under the HEARTH Act). The Agency shall also maintain documentation including, but not limited to, family configuration, number of female heads of households assisted, race, ethnic origin, type of assistance requested, service(s) provided and income (see **Exhibits E and G**). If Services provided with ESG Program Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **Exhibits H through J**.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.
- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. **Requirements for Personal Information Protection.**

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an

individual's first name or first initial and last name in combination with any of the following:

- (a) A social security number;
 - (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- 2.5 Notice of such breach to the County shall include the following:
- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - (b) The number of individuals who were or potentially have been affected by the breach;
 - (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
 - (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
 - (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

- 3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.

- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E16-UC-12-0015) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Clients are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner the Grantee reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. Budget.

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$49,000 (Forty-Nine Thousand Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.
- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements.

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter “Cost Reimbursement Invoice”), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator’s office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 (“Collections of Amounts Due”) (**Exhibit A**).
- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled “Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards” (hereinafter “Uniform Administrative Requirements”) the Federal Code shall take precedence.

- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit G**), or failure to assist the number of Clients projected, have not been met.
- 1.9 The Agency shall ensure that:
- (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports, if the Agency does not have a Client identification numbering system in place.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County's Housing and Community Development Division Manager ("Manager") upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator's office and will be processed for payment only after all documentation has been verified for completeness.
- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.

- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VII

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project services described herein (**Exhibit C – “Scope of Services”**).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”). Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-

profit organizations expending federal awards.

2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:

- (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
- (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
- (c) Chart of Accounts listing all accounts;
- (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
- (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
- (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
- (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
- (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
- (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
- (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
- (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;
- (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and

- (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
- 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
- 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
 - (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement;
 - (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VIII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.
- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may

- be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.
- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 (“Monitoring and Reporting Program Performance”) (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
 - 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
 - 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
 - 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
 - 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
 - 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
 - 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
 - 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit K** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.** The Orange County Comptroller (hereinafter “Comptroller”) (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor's report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit

conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be October 1, 2016 through December 15, 2017. Unless otherwise approved by the County in writing, all Project services shall be completed by September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.

- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.

ARTICLE X

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit K** ("Sub-recipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit G**, including, but not limited to, the following information:
 - (a) Total of unduplicated persons and households assisted;
 - (b) Racial breakdown and ethnic background of persons assisted;
 - (c) Gender of persons assisted;
 - (d) Number of families, adults, youths, female headed and single head households assisted;
 - (e) Persons in special sub-populations assisted;
 - (f) Description of service(s) provided; and
 - (g) Number of persons housed.
- 2.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency

must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

- 2.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **Exhibit G**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE XI

ASSIGNMENTS AND SUBCONTRACTS

Section 1. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).

- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.
 - c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
 - d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIV

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: Executive Director
Family Promise of Greater Orlando, Inc.
2313 ½ North Orange Avenue
Orlando, FL 32804

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XVI

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaupel*
for Deputy Clerk

DATE: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: FAMILY PROMISE OF GREATER ORLANDO, INC.

Dorothea Aery
Dorothea Aery

TITLE: Executive Director

AND

BY: Christopher J. Andrews
Board Chairman or Authorized Representative
Christopher J. Andrews
(Print or Type Name)

STATE OF FLORIDA)
COUNTY OF ORANGE)

Personally appeared before me, the undersigned authority, Dorothea Aery, well known to me and known by me to be the Executive Director of Family Promise of Greater Orlando, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

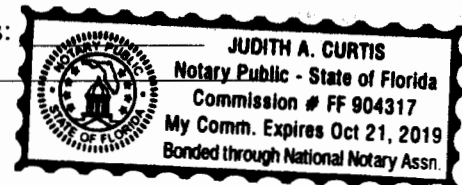
WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Judith A. Curtis

Notary Public

My Commission Expires:

Printed Name or Stamp



STATE OF FLORIDA)
COUNTY OF ORANGE)

Personally appeared before me, the undersigned authority, Christopher Andrews, well known to me and known by me to be the Board Chairman or Authorized Representative of Family Promise of Greater Orlando, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 2016.

Judith A. Curtis
Notary Public

My Commission Expires:

Printed Name or Stamp

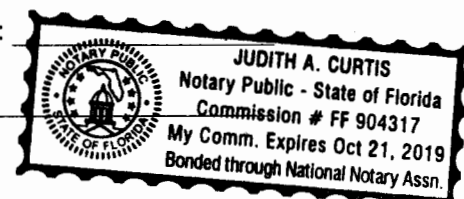


EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. **2CFR §200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. **2 CFR §200.328 Monitoring and reporting program performance.**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. 2 CFR §200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. **2 CFR §200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. **2 CFR §200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. **2 CFR §200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. **2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**FAMILY PROMISE OF GREATER ORLANDO, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017**

Line Items	Total Cost
Essential Services	\$30,000
Personnel - Salaries for service delivery personnel (Case Manager, IHN Shelter Program) and associated costs (pay roll taxes)	
Operations	
Space/Utilities	\$5,000
Insurance	\$2,200
Audit	\$2,000
Telecommunications	\$3,800
Supplies/Equipment	\$5,000
Printing/Copying	\$1,000
TOTAL BUDGET	\$49,000

ACTIVITY: The Agency will utilize ESG funds to provide emergency shelter and essential services to homeless families.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to twenty-five (25) households (an estimated 75 individuals).

MATCHING FUNDS: Match funds in the amount of \$49,000 are expected to come from private funds.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Family Promise of Greater Orlando, Inc.

EXHIBIT C
SCOPE OF SERVICES

FAMILY PROMISE OF GREATER ORLANDO, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To provide shelter and supportive services to assist homeless families in achieving sustainable housing as quickly as possible.

PLANNED ACTIVITIES: The Agency's Interfaith Hospitality Network (IHN) Shelter Program will continue to provide homeless families with case management and individualized and comprehensive family case plan focused on employment, housing, childcare, health care, and financial management as well as any other identified areas of needs specific to that family. Evening shelter, meals, and transportation services are also available for families while they are in the program.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **twenty-five (25)** unduplicated households (an estimated **75** individuals) during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. 80% of the families participating in the program will complete a survey card, which indicates that their emergency need for safe shelter and food has been met and they and their children feel safe;
2. 80% of the families participating in the program will move into permanent or transitional housing at program exit; and
3. 75% of the families that participate in after care case management will have sustainable housing one year after exiting the shelter program.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: Dorothea Aery, Executive Director; Mallory Diaz, Case Manager.

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES (Gross Income)

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low Income (Up to 30% of AMI)
1	\$12,300
2	\$16,020
3	\$20,160
4	\$24,300
5	\$28,440
6	\$32,580
7	\$36,300
8	\$38,650

DEFINITIONS:

EXTREMELY LOW: Incomes do not exceed thirty (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.

EFFECTIVE: Data effective as of March 28, 2016.

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 2 – Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 2 –Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

Report for Month of: _____ Agency/Project Title: _____

Contact Person: _____ Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - To assist: 25 Households Persons

SECTION I	Total for Month			Year-to-Date		
	Unduplicated <u>Households</u> served with ESG			Unduplicated <u>Households</u> served		
	Headed by Male	Headed by Female	Total Households	Headed by Male	Headed by Female	Total Households
Families with no children						
Households of: Unaccompanied Adult 25 and over						
Households of: Unaccompanied Youth 18-24						
Households of: Unaccompanied Child less than 18						
Households with children and youth headed by a Single Person 25 and over						
Households with children headed by a Single person under 25						
Households with: Two Parents 25 and over:						
Households with Two Parents under 25:						
TOTAL HOUSEHOLDS						

NOTE: Do not fill shaded areas

SECTION II	Total for Month				Year-to-Date			
	*Unduplicated <u>Persons</u> served with ESG →				*Unduplicated <u>Persons</u> served with ESG →			
SECTION III	TOTAL				TOTAL			
Persons Served in Emergency or Transitional Shelters who were: (Clients may fit more than one category; some duplication may occur)	Male	Female	Adults	Children &/or Youth	Male	Female	Adults	Children &/or Youth
Chronically Homeless (Emergency Shelter only)								
Severely mentally ill (chronically)								
Chronic Substance Abuse (alcohol & drug)								
Other Disability (DD, physical, & other)								
Veterans								
Persons with HIV/AIDS								
Victims of Domestic Violence (battered Spouse)								
Elderly								

Unduplicated annual number served: **EMERGENCY SHELTER:**-Households Persons [Adults Children/Youth]

HOMELESSNESS PREVENTION: Households Persons [Adults Children/Youth]

RAPID RE-HOUSING: Households Persons [Adults Children/Youth]

NON-SHELTER SERVICES: Annual number served: Adults Children/Youth served .

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

(Continued)

AGENCY NAME _____

SECTION IV	Total for Month *Unduplicated <u>Persons</u> served with ESG					Year-to-Date *Unduplicated <u>Persons</u> served with ESG				
	Hispanic or Latino		Not Hispanic or Latino		Total	Hispanic or Latino		Not Hispanic or Latino		Total
	Adults	Children &/or Youth	Adults	Children &/or Youth		Adults	Children &/or Youth	Adults	Children &/or Youth	
White										
Black / African American										
Asian										
American Indian /Alaska Native										
Native Hawaiian /other Pacific Islander										
Amer. Indian/Alaska Native and White										
Asian and White										
Black / African American and White										
Amer. Indian/Alaska Native and Black /African American										
Other Multi-Racial										
TOTAL <i>(s/b same as top of Section II)</i>										

Indicate Programs and Services provided with an X:

Emergency Shelter _____	Outreach _____	Legal Services _____
Food Pantry _____	Health &/or Dental Care _____	Budget/Crisis Counseling _____
Drop-in Center _____	Mental Health Services _____	Credit Counseling _____
Child care _____	Substance Abuse Services _____	Vouchers for Housing _____
HIV/AIDS Services _____	Homelessness Prevention _____	Soup Kitchen/Meal Distrib. _____
Rapid Re-Housing _____	Employment _____	Other: _____

Indicate Type of Organization carrying out the Activity with an X:

____ Public Agency ____ Faith-Based Non-Profit ____ Other Non-Profit

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT

(Continued)

AGENCY NAME _____

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in September of 2016. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H

HOUSING HABITABILITY STANDARDS

The Agency will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub grantee under ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
- B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:
 - 1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - 2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - 3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - 4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - 5. Water supply. The water supply must be adequate.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - 8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
 - 9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - 10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
 - 11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - 12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I
HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection
Inspector's Name:			
Street Address	City	State	Zip Code
Housing Type : ___ High Rise ___ Mobile Home ___ Older Home Converted ___ Older Multi-Family ___ Row House/Garden Apt ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ _____ Phone Number: _____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____		
INSPECTION CHECKLIST			
	Passed	Failed	
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.			
Access - Accessible without unauthorized use of other property, available egress in case of fire.			
Space and Security - Adequate space and security for each resident and their belongings.			
Interior Air Quality - Space provided with natural or mechanical ventilation and free of pollutants in the air.			
Water Supply - Water supply is operable.			
Sanitary Facilities - Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.			
Fire Safety - Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.			
Heating/Cooling – System is in operable condition.			
Electrical - Outlets, switches and other electrical items are in operable condition.			
Kitchen Facilities - Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.			
Sanitary Condition - The unit is maintained in sanitary condition.			
Lead Based Paint - For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.			

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____

In File (Always Applicable) <input checked="" type="checkbox"/>		Documentation
<input type="checkbox"/>		HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member's identity, per requirement/standard set by ESG Program grantee.
<input type="checkbox"/>		ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	ESG PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., "supporting documentation for expenses kept in accounts payable file").
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENTAL ASSISTANCE <input type="checkbox"/> Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with ESG Program <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – copy of lease or occupancy agreement <input type="checkbox"/> Current/ongoing rental assistance – copy of lease or occupancy agreement -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (6 months total ESG Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility) <input type="checkbox"/> Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Utility arrears – supporting documentation, maximum 2 months assistance. <input type="checkbox"/> Current/ongoing utility assistance – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating assistance up to a period of 3 months and not greater than 6 months total after re-assessment
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	SECURITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Participant Household Name: _____

<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- AND (if applicable) -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOVING COSTS (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND (for storage costs) -- <input type="checkbox"/> Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- AND -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- AND -- <input type="checkbox"/> Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) -- AND -- <input type="checkbox"/> Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) -- AND -- <input type="checkbox"/> Documentation indicating assistance not greater than thirty (30) days or until participant is in housing, whichever occurs sooner
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSING UNIT - Documentation showing ESG Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENT REASONABLENESS – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. <input type="checkbox"/> Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	LEAD-BASED PAINT INSPECTION – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. <input type="checkbox"/> Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT L
(if/as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Essential HR Inc.
SUNZ Insurance Solutions
Workers' Compensation Carrier: Next Level Administrators
A.M. Best Rating of Carrier: See Attached
Inception Date of Leasing Arrangement: 9/16/2001

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: Family Promise of Greater Orlando, Inc.
Signature of Owner/Officer: Dorothea Aery
Title: Executive Director
Date: 10/19/2016

Revised 10/1/08

EXHIBIT M
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FAMILY PROMISE OF GREATER ORLANDO, INC.

By: *Andrea Cary*
Title: *Executive Director*
Date: *10/19/2016*

EXHIBIT N

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT K
(if /as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CRITERIA	EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Family Promise of Greater Orlando, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	111507187
(a) (iii)	Federal Award Identification Number (FAIN)	59-3679904
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$491,249
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$49,000
(a) (viii)	Total Amount of the Federal Award	\$491,249
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of shelter and supportive services to the homeless population (operations & essential services)
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H, I, J,K,L,M
(a) (4)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal	

	Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.3 (l) of Agreement
--	--	---

(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development

BCC Mtg. Date: November 15, 2016

PROJECT ADMINISTRATION AGREEMENT (#2016-15-04)

Between

ORANGE COUNTY, FLORIDA

And

HARBOR HOUSE OF CENTRAL FLORIDA, INC.

Regarding

THE EMERGENCY SOLUTIONS GRANT PROGRAM

FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Harbor House of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development ("HUD"), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as "ESG") Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E16-UC-12-0015) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as "ESG Program Funds" or "Program Funds"); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee ("Program Administrator") in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation with experience providing shelter and supportive services to victims of domestic violence and their children (collectively hereafter referred to as the "Project"); and

WHEREAS, the Agency proposes to provide such Services to qualified Orange County homeless individuals and families (collectively referred to as "Clients"); and

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROGRAM OBJECTIVES

Section 1. **Compliance with Program Objectives.** The ESG Program will provide funding to meet the following objectives:

- 1.1 Engage homeless individuals and families living on the street;
- 1.2 Improve the number and quality of emergency shelters for homeless individuals and families;
- 1.3 Help operate these homeless shelters;
- 1.4 Provide essential services to homeless shelter residents;
- 1.5 Rapidly re-house homeless individuals and families; and
- 1.6 Prevent families and individuals from becoming homeless.

ARTICLE III

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project services to unduplicated Clients.
- 1.3 The Agency shall provide the necessary professional staff, volunteer workers and services required for the operation of the ESG Program.

- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing ESG assistance and must consistently apply those standards for all Program Clients as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400.
- 1.7 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.
- 1.8 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.9 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order are made when providing emergency shelter, street outreach or victim services.
- 1.10 The Agency shall fulfill HUD's requirement to participate in the Homeless Management Information System ("HMIS"). The Agency shall:
 - a. Comply with the Homeless Services Network's Policies and Procedures for HMIS;
 - b. Designate a primary contact to manage HMIS requirements ("Primary Contact");
 - c. Provide the Primary Contact's contact information to the County and Homeless Services Network;
 - d. Assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS;
 - e. Submit to Orange County such HMIS reports as may be required by the County.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the services relating to the Project contemplated under this Agreement to unduplicated Clients. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program

proposed budget ("Budget"), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.

- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws as more specifically set forth in **Exhibits E through G**.

Section 3. **Service Area.** The Agency shall provide Services through their facility located at an undisclosed location (P.O. Box 680748, Orlando, FL 32868), or such other address located within Orange County, as may be provided to the County in writing ("Facility").

ARTICLE IV

RECORDS AND CONFIDENTIALITY

Section 1. Records Management.

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 ("Retention Requirements for Records"), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing Client eligibility, in accordance with **Exhibit F** (homeless definitions under the HEARTH Act). The Agency shall also maintain documentation including, but not limited to, family configuration, number of female heads of households assisted, race, ethnic origin, type of assistance requested, service(s) provided and income (see **Exhibits E and G**). If Services provided with ESG Program Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **Exhibits H through J**.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.
- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. Requirements for Personal Information Protection.

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an

individual's first name or first initial and last name in combination with any of the following:

- (a) A social security number;
 - (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- 2.5 Notice of such breach to the County shall include the following:
- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - (b) The number of individuals who were or potentially have been affected by the breach;
 - (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
 - (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
 - (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

- 3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.

- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E16-UC-12-0015) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Clients are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner the Grantee reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. Budget.

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$60,749 (Sixty Thousand Seven Hundred and Forty-Nine Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.

- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. **Billing Requirements.**

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter “Cost Reimbursement Invoice”), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator’s office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 (“Collections of Amounts Due”) (**Exhibit A**).
- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled “Uniform Administrative

Requirements, Costs Principles and Audit Requirements for Federal Awards” (hereinafter “Uniform Administrative Requirements”) the Federal Code shall take precedence.

- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit G**), or failure to assist the number of Clients projected, have not been met.
- 1.9 The Agency shall ensure that:
 - (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports, if the Agency does not have a Client identification numbering system in place.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County’s Housing and Community Development Division Manager (“Manager”) upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator’s office and will be processed for payment only after all documentation has been verified for completeness.

- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.
- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VII

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project services described herein (**Exhibit C** – “Scope of Services”).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”). Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).

- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:
- (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
 - (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;

- (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and
 - (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
- 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
- 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 24 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
- (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement;

- (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.
- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VIII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.
- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.
- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 (“Monitoring and Reporting Program Performance”) (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
- 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit K** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.** The Orange County Comptroller (hereinafter “Comptroller”) (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein.

The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor's report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be October 1, 2016 through December 15, 2017. Unless otherwise approved by the County in writing, all Project services shall be completed by September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.

- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.

ARTICLE X

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit K** ("Sub-recipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit G**, including, but not limited to, the following information:
 - (a) Total of unduplicated persons and households assisted;
 - (b) Racial breakdown and ethnic background of persons assisted;
 - (c) Gender of persons assisted;
 - (d) Number of families, adults, youths, female headed and single head households assisted;
 - (e) Persons in special sub-populations assisted;
 - (f) Description of service(s) provided; and
 - (g) Number of persons housed.
- 2.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency

must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

- 2.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **Exhibit G**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE XI

ASSIGNMENTS AND SUBCONTRACTS

Section 1. Subcontracts Requirements.

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements.

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).

- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.
 - c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
 - d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIV

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: CEO/Executive Director
Harbor House of Central Florida, Inc.
P.O. Box 680748
Orlando, FL 32868

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XVI

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

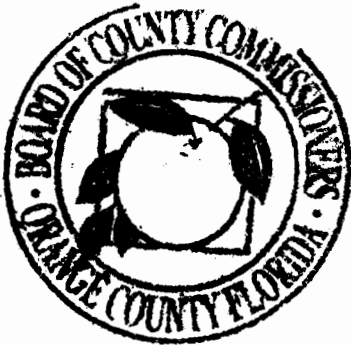
Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
for Orange County Mayor

DATE: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jessica Vaughn*
for Deputy Clerk

DATE: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HARBOR HOUSE OF CENTRAL FLORIDA, INC.

Laurel Lynch
Laurel Lynch

TITLE: Interim CEO

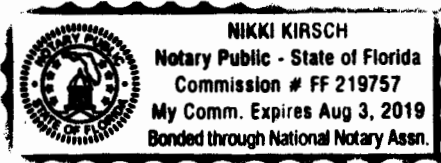
AND

BY: Angela Buchanan
Board Chairman or Authorized Representative
Angela Buchanan
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Laurel Lynch, well known to me and known by me to be the Interim CEO of Harbor House of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of OCTOBER, 2016.

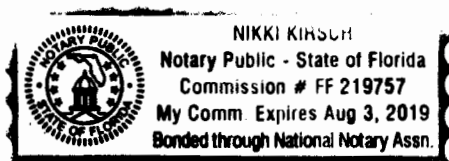


Nikki Kirsch
Notary Public
My Commission Expires: Aug. 3, 2019
NIKKI KIRSCH
Printed Name or Stamp

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, ANGELA BUCHANAN, well known to me and known by me to be the Board Chairman or Authorized Representative of Harbor House of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of OCTOBER, 2016.



Nikki Kirsch
Notary Public
My Commission Expires: Aug. 3, 2019
NIKKI KIRSCH
Printed Name or Stamp

EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. **2CFR §200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. **2 CFR §200.328 Monitoring and reporting program performance.**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. **2 CFR §200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. **2 CFR §200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. **2 CFR §200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. **2 CFR §200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. **2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**HARBOR HOUSE OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017**

Line Items	Total Cost
Operational Expenses	
Insurance	\$28,000
Utilities/Maintenance	\$32,749
TOTAL BUDGET	\$60,749

ACTIVITY: The Agency will utilize ESG funds to provide shelter and supportive services to victims of domestic violence and their children.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to six hundred and seven (607) persons (to include adults and children).

MATCHING FUNDS: Match funds in the amount of \$60,749 are expected to come from private funds.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Harbor House of Central Florida, Inc.

EXHIBIT C
SCOPE OF SERVICES

HARBOR HOUSE OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To prevent and eliminate domestic abuse in Central Florida by providing critical life-saving services to survivors, implementing and advancing best practices, and educating and engaging the community.

PLANNED ACTIVITIES: The Agency will continue offering its Safe Short-Term Housing Program to immediate survivors of domestic abuse. All program participants and their children will receive counseling on such topics as parenting, job interviewing skills, continuum of domestic violence, health and safety. When program participants are ready to leave the program, transitional planning with their case manager will be provided.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to six hundred and seven (607) unduplicated Program participants during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. 10% of program participants will move into transitional housing at project exit;
2. 25% of program participants will move into permanent housing at project exit;
3. 35% of adult program participants will obtain earned income at project exit;
4. 50% of adult program participants will obtain cash/non-cash benefits at project exit; and
5. 35% of program participants who move into permanent housing or transitional housing will remain housed for three months.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The existing shelter resident team is made up of fourteen full-time employees dedicated to the Safe Short-Term Housing Program.

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES (Gross Income)

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low Income (Up to 30% of AMI)
1	\$12,300
2	\$16,020
3	\$20,160
4	\$24,300
5	\$28,440
6	\$32,580
7	\$36,300
8	\$38,650

DEFINITIONS:

EXTREMELY LOW: Incomes do not exceed thirty (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.

EFFECTIVE: Data effective as of March 28, 2016.

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 2 – Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 2 –Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

Report for Month of: _____ Agency/Project Title: _____

Contact Person: _____ Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - To assist: Households 607 Persons

SECTION I	Total for Month			Year-to-Date		
	Unduplicated <u>Households</u> served with ESG			Unduplicated <u>Households</u> served		
	Headed by Male	Headed by Female	Total Households	Headed by Male	Headed by Female	Total Households
Families with no children						
Households of: Unaccompanied Adult 25 and over						
Households of: Unaccompanied Youth 18-24						
Households of: Unaccompanied Child less than 18						
Households with children and youth headed by a Single Person 25 and over						
Households with children headed by a Single person under 25						
Households with: Two Parents 25 and over:						
Households with Two Parents under 25:						
TOTAL HOUSEHOLDS						

NOTE: Do not fill shaded areas

SECTION II	Total for Month				Year-to-Date			
	*Unduplicated <u>Persons</u> served with ESG →				*Unduplicated <u>Persons</u> served with ESG →			
SECTION III Persons Served in Emergency or Transitional Shelters who were: (Clients may fit more than one category; some duplication may occur)	Male	Female	Adults	Children &/or Youth	Male	Female	Adults	Children &/or Youth
Chronically Homeless (Emergency Shelter only)								
Severely mentally ill (chronically)								
Chronic Substance Abuse (alcohol & drug)								
Other Disability (DD, physical, & other)								
Veterans								
Persons with HIV/AIDS								
Victims of Domestic Violence (battered Spouse)								
Elderly								

Unduplicated annual number served: **EMERGENCY SHELTER:**-Households _____ Persons _____ [Adults _____ Children/Youth _____]

HOMELESSNESS PREVENTION: Households _____ Persons _____ [Adults _____ Children/Youth _____]

RAPID RE-HOUSING: Households _____ Persons _____ [Adults _____ Children/Youth _____]

NON-SHELTER SERVICES: Annual number served: Adults _____ Children/Youth served _____.

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

(Continued)

AGENCY NAME _____

SECTION IV	Total for Month *Unduplicated <u>Persons</u> served with ESG					Year-to-Date *Unduplicated <u>Persons</u> served with ESG				
	Hispanic or Latino		Not Hispanic or Latino		Total	Hispanic or Latino		Not Hispanic or Latino		Total
	Adults	Children &/or Youth	Adults	Children &/or Youth		Adults	Children &/or Youth	Adults	Children &/or Youth	
White										
Black / African American										
Asian										
American Indian /Alaska Native										
Native Hawaiian /other Pacific Islander										
Amer. Indian/Alaska Native and White										
Asian and White										
Black / African American and White										
Amer. Indian/Alaska Native and Black /African American										
Other Multi-Racial										
TOTAL <i>(s/b same as top of Section II)</i>										

Indicate Programs and Services provided with an X:

Emergency Shelter _____	Outreach _____	Legal Services _____
Food Pantry _____	Health &/or Dental Care _____	Budget/Crisis Counseling _____
Drop-in Center _____	Mental Health Services _____	Credit Counseling _____
Child care _____	Substance Abuse Services _____	Vouchers for Housing _____
HIV/AIDS Services _____	Homelessness Prevention _____	Soup Kitchen/Meal Distrib. _____
Rapid Re-Housing _____	Employment _____	Other: _____

Indicate Type of Organization carrying out the Activity with an X:

____ Public Agency ____ Faith-Based Non-Profit ____ Other Non-Profit

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT

(Continued)

AGENCY NAME _____

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in September of 2016. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H

HOUSING HABITABILITY STANDARDS

The Agency will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub grantee under ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
- B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:
 - 1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - 2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - 3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - 4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - 5. Water supply. The water supply must be adequate.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - 8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
 - 9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - 10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
 - 11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - 12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I
HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection
Inspector's Name:			
Street Address	City	State	Zip Code
Housing Type : ___ High Rise ___ Mobile Home ___ Older Home Converted ___ Older Multi-Family ___ Row House/Garden Apt ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ _____ <hr/> Phone Number: _____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____		
INSPECTION CHECKLIST			
	Passed	Failed	
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.			
Access - Accessible without unauthorized use of other property, available egress in case of fire.			
Space and Security - Adequate space and security for each resident and their belongings.			
Interior Air Quality - Space provided with natural or mechanical ventilation and free of pollutants in the air.			
Water Supply - Water supply is operable.			
Sanitary Facilities - Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.			
Fire Safety - Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.			
Heating/Cooling – System is in operable condition.			
Electrical - Outlets, switches and other electrical items are in operable condition.			
Kitchen Facilities - Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.			
Sanitary Condition - The unit is maintained in sanitary condition.			
Lead Based Paint - For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.			

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____

In File (Always Applicable) ✓	<i>Documentation</i>
<input type="checkbox"/>	HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member’s identity, per requirement/standard set by ESG Program grantee.
<input type="checkbox"/>	ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable ✓	In File ✓
	ESG PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., “supporting documentation for expenses kept in accounts payable file”).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> RENTAL ASSISTANCE <input type="checkbox"/> Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) <input type="checkbox"/> Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with ESG Program <input type="checkbox"/> Rental arrears – copy of lease or occupancy agreement <input type="checkbox"/> Current/ongoing rental assistance – copy of lease or occupancy agreement -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (6 months total ESG Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility) <input type="checkbox"/> Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) <input type="checkbox"/> Utility arrears – supporting documentation, maximum 2 months assistance. <input type="checkbox"/> Current/ongoing utility assistance – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating assistance up to a period of 3 months and not greater than 6 months total after re-assessment
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> SECURITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Participant Household Name: _____

<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- <i>AND (if applicable)</i> -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOVING COSTS (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- <i>AND</i> -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- <i>AND (for storage costs)</i> -- <input type="checkbox"/> Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- <i>AND</i> -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- <i>AND</i> -- <input type="checkbox"/> Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) -- <i>AND</i> -- <input type="checkbox"/> Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) -- <i>AND</i> -- <input type="checkbox"/> Documentation indicating assistance not greater than thirty (30) days or until participant is in housing, whichever occurs sooner
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSING UNIT - Documentation showing ESG Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENT REASONABLENESS – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. <input type="checkbox"/> Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	LEAD-BASED PAINT INSPECTION – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. <input type="checkbox"/> Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT L
(if /as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

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: _____

Revised 10/1/08

EXHIBIT M
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HARBOR HOUSE OF CENTRAL FLORIDA, INC.

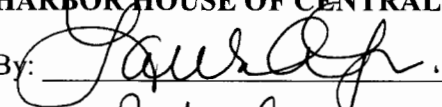
By: 
Title: Int. - CEO
Date: 24 / Oct / 2016

EXHIBIT N

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CRITERIA	EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Harbor House of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS)number	063306047
(a) (iii)	Federal Award Identification Number (FAIN)	59-1712936
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$491,249
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$60,749
(a) (viii)	Total Amount of the Federal Award	\$491,249
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Provision of shelter and supportive services to victims of domestic violence and their children (operations & essential services)
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H, I, J,K,L,M
(a) (4)	An approved federally recognized indirect cost rate	

	negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VII, Section 2, Paragraph 2.3 (l) of Agreement
--	--	---

(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development

PROJECT ADMINISTRATION AGREEMENT (#2016-15-05)
Between
ORANGE COUNTY, FLORIDA
And
HEART OF FLORIDA UNITED WAY, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Heart of Florida United Way, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development ("HUD"), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as "ESG") Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E16-UC-12-0015) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as "ESG Program Funds" or "Program Funds"); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee ("Program Administrator") in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation with experience providing rapid re-housing services to the homeless population (collectively hereafter referred to as the "Project"); and

WHEREAS, the Agency proposes to provide such Services to qualified Orange County homeless individuals and families (collectively referred to as "Clients"); and

WHEREAS, the County finds that the Services proposed by the Agency serve a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROGRAM OBJECTIVES

Section 1. **Compliance with Program Objectives.** The ESG Program will provide funding to meet the following objectives:

- 1.1 Engage homeless individuals and families living on the street;
- 1.2 Improve the number and quality of emergency shelters for homeless individuals and families;
- 1.3 Help operate these homeless shelters;
- 1.4 Provide essential services to homeless shelter residents;
- 1.5 Rapidly re-house homeless individuals and families; and
- 1.6 Prevent families and individuals from becoming homeless.

ARTICLE III

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project services to unduplicated Clients.
- 1.3 The Agency shall provide the necessary professional staff, volunteer workers and services required for the operation of the ESG Program.

- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing ESG assistance and must consistently apply those standards for all Program Clients as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400.
- 1.7 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.
- 1.8 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.9 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order are made when providing emergency shelter, street outreach or victim services.
- 1.10 The Agency shall fulfill HUD's requirement to participate in the Homeless Management Information System ("HMIS"). The Agency shall:
 - a. Comply with the Homeless Services Network's Policies and Procedures for HMIS;
 - b. Designate a primary contact to manage HMIS requirements ("Primary Contact");
 - c. Provide the Primary Contact's contact information to the County and Homeless Services Network;
 - d. Assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS;
 - e. Submit to Orange County such HMIS reports as may be required by the County.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the services relating to the Project contemplated under this Agreement to unduplicated Clients. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program

proposed budget ("Budget"), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.

- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws as more specifically set forth in **Exhibits E through G**.

Section 3. **Service Area.** The Agency shall provide Services through their facility located at 1940 Traylor Boulevard, Orlando, Florida 32804, or such other address located within Orange County, as may be provided to the County in writing ("Facility").

ARTICLE IV

RECORDS AND CONFIDENTIALITY

Section 1. Records Management.

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 ("Retention Requirements for Records"), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing Client eligibility, in accordance with **Exhibit F** (homeless definitions under the HEARTH Act). The Agency shall also maintain documentation including, but not limited to, family configuration, number of female heads of households assisted, race, ethnic origin, type of assistance requested, service(s) provided and income (see **Exhibits E and G**). If Services provided with ESG Program Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **Exhibits H through J**.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.
- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. Requirements for Personal Information Protection.

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an

individual's first name or first initial and last name in combination with any of the following:

- (a) A social security number;
 - (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- 2.5 Notice of such breach to the County shall include the following:
- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - (b) The number of individuals who were or potentially have been affected by the breach;
 - (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
 - (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
 - (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

- 3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.

- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding.

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E16-UC-12-0015) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Clients are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner the Grantee reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. Budget.

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$180,000 (One Hundred and Eighty Thousand Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency’s Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.

- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements.

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter “Cost Reimbursement Invoice”), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator’s office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 (“Collections of Amounts Due”) (**Exhibit A**).
- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled “Uniform Administrative

Requirements, Costs Principles and Audit Requirements for Federal Awards” (hereinafter “Uniform Administrative Requirements”) the Federal Code shall take precedence.

- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit G**), or failure to assist the number of Clients projected, have not been met.
- 1.9 The Agency shall ensure that:
 - (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports, if the Agency does not have a Client identification numbering system in place.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County’s Housing and Community Development Division Manager (“Manager”) upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator’s office and will be processed for payment only after all documentation has been verified for completeness.

- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.
- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VII

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project services described herein (**Exhibit C – “Scope of Services”**).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”). Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

Section 2. Financial Standards.

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).

- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:
- (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
 - (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;

- (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and
 - (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
 - 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
 - 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
 - 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 24 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
 - (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement;

- (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.
- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VIII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.
- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.
- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 (“Monitoring and Reporting Program Performance”) (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 (“Financial Reporting”) (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
- 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 (“Monitoring and Reporting Program Performance”) (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit K** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.** The Orange County Comptroller (hereinafter “Comptroller”) (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein.

The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity's fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 ("Scope of Audit"), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 ("Relation to Other Audit Requirements"), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor's report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency's fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements").
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F ("Audit Requirements"), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller's Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE IX

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be October 1, 2016 through December 15, 2017. Unless otherwise approved by the County in writing, all Project services shall be completed by September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIV of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.

- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIV of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.

ARTICLE X

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit K** ("Sub-recipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit G**, including, but not limited to, the following information:
 - (a) Total of unduplicated persons and households assisted;
 - (b) Racial breakdown and ethnic background of persons assisted;
 - (c) Gender of persons assisted;
 - (d) Number of families, adults, youths, female headed and single head households assisted;
 - (e) Persons in special sub-populations assisted;
 - (f) Description of service(s) provided; and
 - (g) Number of persons housed.
- 2.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency

- must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.
- 2.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **Exhibit G**.
- 2.5 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE XI

ASSIGNMENTS AND SUBCONTRACTS

Section 1. **Subcontracts Requirements.**

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XII

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).

- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements"). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XIII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)
- 3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.
- 3.5 Required Coverage:
- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
 - b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.
 - c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
 - d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIV

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: President/CEO
Heart of Florida United Way, Inc.
1940 Traylor Boulevard
Orlando, FL 32804

ARTICLE XV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XVI

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

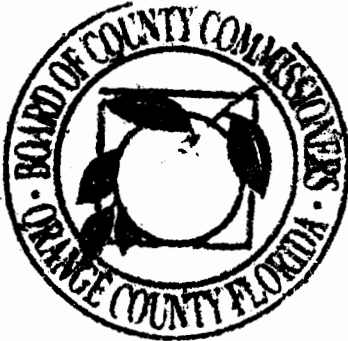
Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY:

Teresa Jacobs
Teresa Jacobs

Orange County Mayor

DATE: 11.16.16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY:

Gerica Vaupel

Deputy Clerk

DATE:

NOV 16 2016

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HEART OF FLORIDA UNITED WAY, INC.

[Signature]
Robert H. Brown

TITLE: President/CEO

AND

BY: [Signature]
Board Chairman or Authorized Representative

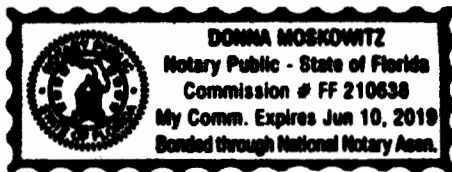
E. Ann McGee, Board Chair

(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Robert H. Brown, well known to me and known by me to be the President/CEO of Heart of Florida United Way, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of October, 2016.

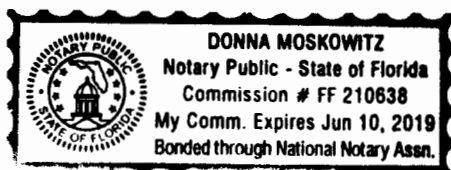


[Signature]
Notary Public
My Commission Expires: 6.10.19
Donna Moskowitz
Printed Name or Stamp

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, E. Ann McGee, well known to me and known by me to be the Board Chairman or Authorized Representative of Heart of Florida United Way, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of October, 2016.



[Signature]
Notary Public
My Commission Expires: 6.10.19
Donna Moskowitz
Printed Name or Stamp

EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. **2CFR §200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. **2 CFR §200.328 Monitoring and reporting program performance.**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. **2 CFR §200.333 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. **2 CFR §200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. **2 CFR §200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. **2 CFR §200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. **2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**EXHIBIT B
BUDGET**

**HEART OF FLORIDA UNITED WAY, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017**

Line Items	Total Cost
Personnel - Salaries for service delivery personnel (Case Manager) and associated costs (payroll taxes)	\$42,073
Supplies (Case Manager)	\$500
Telecommunications (Case Manager)	\$480
Travel (Case Manager) <i>(local travel at .445 per mile)</i>	\$1,100
Re-Housing Rental Assistance <i>(partial rent payments, arrears)</i>	\$83,502
Re-Housing Stabilization Financial Assistance <i>(cost associated with housing search, deposits, application fees, etc.)</i>	\$52,345
TOTAL BUDGET	\$180,000

ACTIVITY: The Agency will utilize ESG funds to provide rapid re-housing services to homeless families/individuals.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **fifty-five (55)** unduplicated households (approximately 178 persons).

MATCHING FUNDS: Match funds in the amount of \$180,000 are expected to come from private funds.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Heart of Florida United Way, Inc.

EXHIBIT C
SCOPE OF SERVICES

HEART OF FLORIDA UNITED WAY, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To remove barriers to stability by providing stabilization and re-housing services to Orange County families who meet the income guidelines and are homeless.

PLANNED ACTIVITIES: The Agency, through its **Rapid Re-housing Program**, will provide qualified homeless individuals/families with services specifically focused on re-housing, combined with services to stabilize the household and maintain stability. Eligible participants may be provided with the following, as applicable to program and the participant's needs:

- 1. Short- and Medium-Term Rental Assistance** (tenant-based) and **Rental Arrears** (one-time payment);
- 2. Housing Relocation and Stabilization Services:**
 - a. Financial Assistance Costs: (rental application fees, security deposits, last month's rent, utility deposits, utility payments, moving costs)
 - b. Services Costs: (housing stability case management, housing search and placement, other services as approved by the County)

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **fifty-five (55)** unduplicated households (approximately 178 persons) during the period of October 1, 2016 through September 30, 2017.

It is anticipated that the planned activity will result in the following outcomes:

1. Program participants will stabilize in permanent housing and will be able to regain self-sufficiency through the access of benefits and attainment of earned income; and
2. Program participants will gain insight into issues that are preventing them from stabilizing, as well as learn life skills, budgeting, and self-advocacy.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

ADDITIONAL REQUIREMENTS: To ensure that the Agency meets the anticipated program outputs and outcomes in a timely manner, the County reserves the right to periodically review and monitor the Agency's performance and recommend corrective actions, if necessary. Any outstanding performance issues will be communicated to the Agency in writing, with a scheduled follow-up to ensure that the identified issues have been addressed by the Agency.

KEY RESPONSIBLE PERSONNEL: Jose Irrizary, ESG Case Manager.

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D

INVOICE

INVOICE NUMBER	MONTH
----------------	-------

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title:

EXHIBIT E
INCOME GUIDELINES (Gross Income)

Gross Income
2016 Area Median (Family) Income (AMI) in Orange County, Florida
\$57,800

Persons in Household	Maximum Income Extremely Low Income (Up to 30% of AMI)
1	\$12,300
2	\$16,020
3	\$20,160
4	\$24,300
5	\$28,440
6	\$32,580
7	\$36,300
8	\$38,650

DEFINITIONS:

EXTREMELY LOW: Incomes do not exceed thirty (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.

EFFECTIVE: Data effective as of March 28, 2016.

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions Grants Program)	Street Outreach	<p>Individuals defined as Homeless under the following categories are eligible for assistance in SO:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) <p>SO projects have the following additional limitations on eligibility within Category 1:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 2 – Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re-housing	<p>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 1 – Literally Homeless <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention	<p>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Category 2 –Imminent Risk of Homeless <input type="checkbox"/> Category 3 – Homeless Under Other federal Statutes <input type="checkbox"/> Category 4 – Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness are eligible for assistance in HP projects.</p> <p>HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI

EXHIBIT G

ESG MONTHLY PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
 Contact Person: _____ Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - To assist: **55 Households** **Persons**

SECTION I	Total for Month			Year-to-Date		
	Unduplicated <u>Households</u> served with ESG			Unduplicated <u>Households</u> served		
	Headed by Male	Headed by Female	Total Households	Headed by Male	Headed by Female	Total Households
Families with no children						
Households of: Unaccompanied Adult 25 and over						
Households of: Unaccompanied Youth 18-24						
Households of: Unaccompanied Child less than 18						
Households with children and youth headed by a Single Person 25 and over						
Households with children headed by a Single person under 25						
Households with: Two Parents 25 and over:						
Households with Two Parents under 25:						
TOTAL HOUSEHOLDS						

NOTE: Do not fill shaded areas

SECTION II	Total for Month *Unduplicated Persons served with ESG →				TOTAL	Year-to-Date *Unduplicated Persons served with ESG →			TOTAL
SECTION III Persons Served in Emergency or Transitional Shelters who were: (Clients may fit more than one category; some duplication may occur)	Male	Female	Adults	Children &/or Youth	Male	Female	Adults	Children &/or Youth	
Chronically Homeless (Emergency Shelter only)									
Severely mentally ill (chronically)									
Chronic Substance Abuse (alcohol & drug)									
Other Disability (DD, physical, & other)									
Veterans									
Persons with HIV/AIDS									
Victims of Domestic Violence (battered Spouse)									
Elderly									

Unduplicated annual number served: **EMERGENCY SHELTER**: -Households _____ Persons _____ [Adults _____ Children/Youth _____]

HOMELESSNESS PREVENTION: Households _____ Persons _____ [Adults _____ Children/Youth _____]

RAPID RE-HOUSING: Households _____ Persons _____ [Adults _____ Children/Youth _____]

NON-SHELTER SERVICES: Annual number served: Adults _____ Children/Youth served _____.

EXHIBIT G **ESG MONTHLY PROGRAMMATIC REPORT**

(Continued)

AGENCY NAME _____

SECTION IV	Total for Month *Unduplicated <u>Persons</u> served with ESG					Year-to-Date *Unduplicated <u>Persons</u> served with ESG				
	Hispanic or Latino		Not Hispanic or Latino		Total	Hispanic or Latino		Not Hispanic or Latino		Total
	Adults	Children &/or Youth	Adults	Children &/or Youth		Adults	Children &/or Youth	Adults	Children &/or Youth	
White										
Black / African American										
Asian										
American Indian /Alaska Native										
Native Hawaiian /other Pacific Islander										
Amer. Indian/Alaska Native and White										
Asian and White										
Black / African American and White										
Amer. Indian/Alaska Native and Black /African American										
Other Multi-Racial										
TOTAL <i>(s/b same as top of Section II)</i>										

Indicate Programs and Services provided with an X:

Emergency Shelter _____	Outreach _____	Legal Services _____
Food Pantry _____	Health &/or Dental Care _____	Budget/Crisis Counseling _____
Drop-in Center _____	Mental Health Services _____	Credit Counseling _____
Child care _____	Substance Abuse Services _____	Vouchers for Housing _____
HIV/AIDS Services _____	Homelessness Prevention _____	Soup Kitchen/Meal Distrib. _____
Rapid Re-Housing _____	Employment _____	Other: _____

Indicate Type of Organization carrying out the Activity with an X:

____ Public Agency ____ Faith-Based Non-Profit ____ Other Non-Profit

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT

(Continued)

AGENCY NAME _____

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in September of 2016. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H

HOUSING HABITABILITY STANDARDS

The Agency will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub grantee under ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
- B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:
 - 1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
 - 2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - 3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - 4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
 - 5. Water supply. The water supply must be adequate.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - 7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - 8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
 - 9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - 10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.
 - 11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - 12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I
HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection
Inspector's Name:			
Street Address	City	State	Zip Code
Housing Type : ___ High Rise ___ Mobile Home ___ Older Home Converted ___ Older Multi-Family ___ Row House/Garden Apt ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ _____ <hr/> Phone Number: _____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____		
INSPECTION CHECKLIST			
	Passed	Failed	
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.			
Access - Accessible without unauthorized use of other property, available egress in case of fire.			
Space and Security - Adequate space and security for each resident and their belongings.			
Interior Air Quality - Space provided with natural or mechanical ventilation and free of pollutants in the air.			
Water Supply - Water supply is operable.			
Sanitary Facilities - Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.			
Fire Safety - Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.			
Heating/Cooling – System is in operable condition.			
Electrical - Outlets, switches and other electrical items are in operable condition.			
Kitchen Facilities - Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.			
Sanitary Condition - The unit is maintained in sanitary condition.			
Lead Based Paint - For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.			

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____




In File (Always Applicable) 		Documentation
<input type="checkbox"/>		HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member's identity, per requirement/standard set by ESG Program grantee.
<input type="checkbox"/>		ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable 	In File 	ESG PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., "supporting documentation for expenses kept in accounts payable file").
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENTAL ASSISTANCE <input type="checkbox"/> Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with ESG Program <ul style="list-style-type: none"> <input type="checkbox"/> Rental arrears – copy of lease or occupancy agreement <input type="checkbox"/> Current/ongoing rental assistance – copy of lease or occupancy agreement -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (6 months total ESG Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility) <input type="checkbox"/> Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) <ul style="list-style-type: none"> <input type="checkbox"/> Utility arrears – supporting documentation, maximum 2 months assistance. <input type="checkbox"/> Current/ongoing utility assistance – supporting documentation <input type="checkbox"/> Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility -- AND -- <input type="checkbox"/> Documentation indicating arrears assistance not greater than 2 months total -- AND -- <input type="checkbox"/> Documentation indicating assistance up to a period of 3 months and not greater than 6 months total after re-assessment
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	SECURITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Participant Household Name: _____

<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- <i>AND (if applicable)</i> -- <input type="checkbox"/> If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOVING COSTS (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- <i>AND</i> -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- <i>AND (for storage costs)</i> -- <input type="checkbox"/> Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government) <input type="checkbox"/> Supporting documentation for expense (e.g., bill/invoice, etc.) -- <i>AND</i> -- <input type="checkbox"/> Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) -- <i>AND</i> -- <input type="checkbox"/> Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) -- <i>AND</i> -- <input type="checkbox"/> Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) -- <i>AND</i> -- <input type="checkbox"/> Documentation indicating assistance not greater than thirty (30) days or until participant is in housing, whichever occurs sooner
Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	HOUSING UNIT - Documentation showing ESG Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENT REASONABLENESS – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. <input type="checkbox"/> Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	LEAD-BASED PAINT INSPECTION – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. <input type="checkbox"/> Documentation indicating unit passed lead-based paint inspection.
Notes:		

**EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES**

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT L
(if/as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Insperty, Inc.

Workers' Compensation Carrier: Ace American Insurance Company

A.M. Best Rating of Carrier: A++

Inception Date of Leasing Arrangement: 12/23/2006

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: Heart of Florida United Way

Signature of Owner/Officer Jill Greig

Title: Senior Vice President/CFO

Date: 10/19/16

Revised 10/1/08


EXHIBIT M
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HEART OF FLORIDA UNITED WAY, INC.

By: 

Title: President/CEO

Date: 10/19/16

EXHIBIT N

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT K
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CRITERIA	EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Heart of Florida United Way, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	163161656
(a) (iii)	Federal Award Identification Number (FAIN)	59-0808854
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$491,249
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$180,000
(a) (viii)	Total Amount of the Federal Award	\$491,249
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Rapid Re-Housing services for homeless individuals
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H, I, J,K,L,M
(a) (4)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de Minimis	Yes, Article VII, Section 2, Paragraph 2.3 (l) of Agreement

	indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	
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(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:	
(1)	The subrecipient's prior experience with the same or similar subawards;	
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;	
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and	
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).	
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.	
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:	
(1)	Reviewing financial and performance reports required by the pass-through entity.	
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.	
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.	
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:	
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and	

(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development

PROJECT ADMINISTRATION AGREEMENT (#2016-15-06)
Between
ORANGE COUNTY, FLORIDA
And
HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2016-2017

THIS AGREEMENT is made and entered into on November 1, 2016, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Homeless Services Network of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County has received a grant from the United States Department of Housing and Urban Development ("HUD"), under the McKinney-Vento Homeless Assistance Act and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"); and

WHEREAS, in accordance with the HEARTH Act, HUD has implemented the Emergency Solutions Grant (hereinafter referred to as "ESG") Program to assist individuals and families experiencing homelessness through the provision of funding to certain sub-recipient entities operating eligible shelters and/or to provide other supportive services for homeless and at risk persons; and

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E16-UC-12-0015) to facilitate the implementation of the ESG Program within Orange County (hereinafter referred to as "ESG Program Funds" or "Program Funds"); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee ("Program Administrator") in overseeing and managing the delivery of services associated with the Grant; and

WHEREAS, the Agency is a private not-for-profit corporation designated by HUD to maintain the Homeless Services Information System ("HMIS"), a statistical database designed to collect certain demographic information relative to homeless services in the Central Florida area (hereinafter referred to alternatively as the "Project Services" or "Services"); and

WHEREAS, the County is required to collect, receive and share HMIS information as a condition of receiving and providing ESG funding to qualified agencies in Orange County (collectively referred to as "Participating Agencies"); and

WHEREAS, Participating Agencies are required to utilize HMIS to collect data about their services to homeless individuals and families in Orange County; and

WHEREAS, the County finds that the maintenance of the HMIS serves a valid public purpose, which will fulfill the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and the Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

SERVICES

Section 1. **Performance Requirements.**

- 1.1 The Agency agrees to comply with the requirements of the HEARTH Act and applicable ESG Program regulations, and all federal regulations and policies issued pursuant to the same. The Agency further agrees to utilize Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 1.2 The Agency shall utilize ESG Program Funds by providing Project Services to Participating Agencies.
- 1.3 The Agency shall provide the necessary professional staff and volunteer workers to perform the Services contemplated under this Agreement in accordance with the ESG requirements.
- 1.4 The Agency shall provide matching funds equal to the amount of the Grant, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.
- 1.5 The Agency must maintain written standards for providing Homeless Management Information System (HMIS) assistance and must consistently apply those standards for all Participating Agencies as required by the Federal Code 24 CFR §576.400, Rules and Regulations of the ESG Program.
- 1.6 The Agency must provide technical assistance to Participating Agencies as needed.

- 1.7 The Agency shall continue to meet and comply with all applicable Program guidelines, and applicable federal laws, a partial list of which is attached hereto and incorporated by this reference as **Exhibit A**.
- 1.8 The Agency shall have an established process for determining HMIS compliance that is consistent with data collection requirements and reflects HUD's standards. Evidence of this process shall be provided to the Program Administrator upon request.
- 1.9 The Agency shall verify that Participating Agencies fulfill the HUD's requirement to participate in the HMIS. Evidence of meeting this program requirement shall be provided to the Program Administrator upon request.

Section 2. **Scope of Services.**

- 2.1 The Agency shall utilize ESG Program Funds to provide the Project Services contemplated under this Agreement. Services to be provided under this Agreement are further described in **Exhibit C** ("Scope of Services").
- 2.2 ESG Program Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the ESG Program proposed budget ("Budget"), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**.
- 2.3 The Agency shall continue to meet applicable HEARTH Act and ESG Program guidelines and standards and other applicable laws.

Section 3. **Service Area.** The Agency shall provide Services through their facility located at 4065-D L.B. McLeod Road, Orlando, Florida 32811, or such other address located within Orange County, as may be provided to the County in writing ("Facility").

ARTICLE III

RECORDS AND CONFIDENTIALITY

Section 1. **Records Management.**

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR§200.333 ("Retention Requirements for Records"), as incorporated in **Exhibit A** and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD, and/or any of their authorized representatives shall have full access and right to examine such records evidencing services.
- 1.2 The Agency shall maintain documentation supporting matching funds provided and utilized for the ESG Program.

- 1.3 The Agency shall retain copies of all records related to the Project services provided under this Agreement for a period of no less than five (5) years from the termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of this Agreement, the Agency shall maintain the records until the litigation (including any associated appeals), claim or audit findings have been resolved and for a period of five (5) years thereafter.

Section 2. **Requirements for Personal Information Protection.**

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related to this Agreement. Personal information shall mean an individual's first name or first initial and last name in combination with any of the following:
- (a) A social security number;
 - (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (e) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- 2.2 Personal information shall also include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- 2.5 Notice of such breach to the County shall include the following:
- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - (b) The number of individuals who were or potentially have been affected by the breach;

- (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- (d) The name, address, telephone number, and e-mail address of the employee, agent or contractor from whom additional information may be obtained concerning the breach; and
- (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

- 3.1 The Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement, if the Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, the Agency may be subject to penalties under Section 119.10, Florida Statutes.

ARTICLE IV

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 Funds are received under the Emergency Solutions Grant – CFDA 14.231 (E16-UC-12-0015) for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services. The Agency shall comply with all of the terms and conditions outlined by the federal awarding agency grants and policy statements, and other federal, State, and local requirements, as applicable.
- 1.2 The Agency understands that this Agreement receives one-hundred (100%) percent of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County the total amount owed.
- 1.3 The Agency understands and agrees that the Project services provided to the Participating Agencies are on an “as needed basis,” and that the dollar values referred to herein do not in any way constitute a guarantee of the level of effort that may be requested by the Agency or a guarantee of payment of the total maximum amount payable.
- 1.4 Should the County, as Grantee, in its sole discretion find that the Agency is not utilizing Grant Funds in a sufficient manner, the Grantee reserves the right to reduce, or otherwise

alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with Article XII herein.

Section 2. **Budget.**

- 2.1 The County shall pay the Agency an amount up to and not exceeding \$15,000 (Fifteen Thousand Dollars) from ESG Program Funds. Such Funds shall be paid in accordance with the Agency's Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.
- 2.2 The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

ARTICLE V

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. **Billing Requirements.**

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator by the last business day of each month. Submittals shall include a completed Cost Reimbursement Line Item Budget Invoice (hereinafter "Cost Reimbursement Invoice"), a draft copy of which is attached hereto and incorporated by this reference as **Exhibit D**. All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the Budget, **Exhibit B**. Invoices shall be forwarded to the Program Administrator's office as identified in Article XIV of this Agreement.
- 1.2 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 1.3 Failure by Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than three (3) months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- 1.4 The Agency expressly understands that it is liable for, and accepts responsibility for repayment of any Funds disbursed under the terms of this Contract that may be deemed to have been disbursed in error. Repayment by Agency to the Grantee shall be within thirty (30) calendar days from the date of demand by the Grantee. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR §200.345 ("Collections of Amounts Due") (**Exhibit A**).

- 1.5 Any specific issues relating to billing for this Contract shall be as more specifically described in the Budget Attachment (**Exhibit B**).
- 1.6 Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the Budget Attachment (**Exhibit B**), or as otherwise approved by the Grantee in accordance with applicable federal guidelines.
- 1.7 In the event of any conflict between the provisions set forth in this Article and the requirements of the Federal Code 2 CFR Part 200 entitled “Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards” (hereinafter “Uniform Administrative Requirements”) the Federal Code shall take precedence.
- 1.8 The Agency shall submit all invoices and/or requests for reimbursement to the Program Administrator on or before the last business day of each month. Submittals shall include ESG Program allowable Project services incurred during the prior month. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement including, but not limited to, failure to submit Monthly Programmatic Reports (**Exhibit E**), or failure to assist the number of Participating Agencies projected, have not been met.
- 1.9 When applicable, the Agency shall ensure that:
 - (a) All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted.
 - (b) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.
 - (c) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.
 - (d) The Agency shall submit documentation reporting program income earned during the previous month as a result of ESG Program Funds utilized for the Project.
- 1.10 Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County’s Housing and Community Development Division Manager (“Manager”) upon written request by the Agency. Such request shall be submitted no later than forty-five (45) days prior to the end date of this Agreement.

Section 2. **Payment Methods.** This Agreement is a Cost Reimbursement Line-Item Budget. Agency shall provide the following:

- 2.1 Reimbursement invoices shall be submitted on a monthly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.2 All requests for authorized expenses shall be submitted to the Program Administrator's office and will be processed for payment only after all documentation has been verified for completeness.
- 2.3 The completed invoice shall include a copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment.
- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the Budget (**Exhibit B**).

ARTICLE VI

PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Use of Funds.

- 1.1 The Agency shall use the Funds received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Project Services described herein (**Exhibit C – “Scope of Services”**).
- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 1.4 The Agency shall repay the County any Funds which were paid in error to the Agency under the terms of this Agreement and as per 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 1.5 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2017 (“Project Deadline”). Any request to extend the Project

Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

Section 2. **Financial Standards.**

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”).
- 2.2 The Agency shall comply with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) which sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of States, local governments, and non-profit organizations expending federal awards.
- 2.3 The Agency shall maintain records in compliance with cost principles as established in the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”) including, but not limited to, the following:
 - (a) Voucher System showing all supporting documentation including purchase orders, invoices and requisition;
 - (b) Book of Original Entry showing cash receipts, disbursement journals, and general ledger;
 - (c) Chart of Accounts listing all accounts;
 - (d) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (e) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and, for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (f) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (g) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks, and deposit slips;
 - (h) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (i) Documentation of purchasing practices showing formal pre-numbered purchase order system;

- (j) Inventories and other safeguards loss by theft or physical deterioration of food, clothing, equipment or other items;
 - (k) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with minimum value of One Thousand Dollars (\$1,000) and annual inventory reflecting actual value of property;
 - (l) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and
 - (m) Documentation of sources and utilization of matching funds including volunteer logs, accounting records or another type of supportive documentation.
- 2.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.
- 2.5 Funds associated to this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed.
- 2.6 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.
- 2.7 All Project accounting records and supporting documents must be maintained for a period of at least five (5) years after termination of this Agreement or, if litigation is pending, until litigation is completed. The records must be available to officers, employees, agents, and authorized representatives of the County and HUD.

Section 3. **Program Income and Fees.**

- 3.1 Program income, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of the Grant agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with Grant Funds.
- 3.2 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 24 CFR Part 200 ("Uniform Administrative Requirements").
- 3.3 The Agency shall expend ESG Program Funds in accordance with the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements") which requires that Program income

earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

- (a) Added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Participating Agencies, over and above the number specified in this Agreement;
 - (b) Used to finance the non-federal share of the Project when approved by the County; and
 - (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.
- 3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements.
- 3.5 Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.
- 3.6 The Agency shall report to the County all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, State, and local guidelines and regulations.

ARTICLE VII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize and best accounting practice in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with the Federal Code 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the ESG Program shall be kept in accounts separate and apart from all other funds and accounts for the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for activities conducted, with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary and reasonable under this Agreement.

- 2.4 The Agency is strictly prohibited from co-mingling ESG Program Funds with funds received by the Agency relating to other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, shall be subject to the Federal Code 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include the information of the Project services provided and any other data that may be required by the Program Administrator, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.
- 3.2 ESG Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the Federal Code 2 CFR Part 200.338 ("Monitoring and Reporting Program Performance") (**Exhibit A**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Program Funds determined to not be in conformance with the terms and conditions of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code 2 CFR §327 ("Financial Reporting") (**Exhibit A**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG Program.
- 3.8 Monitoring and Program performance shall be completed in accordance with the Federal Code 2 CFR §328 ("Monitoring and Reporting Program Performance") (**Exhibit A**), as applicable. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.9 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and

federal regulations. A general scope of the Agency site monitoring is summarized in **Exhibit F** (“Sub-recipient Monitoring Guidelines”).

Section 4. **Auditing.** The Orange County Comptroller (hereinafter “Comptroller”) (or authorized designee) shall have the right to audit the Agency to examine use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 4.1 ***Audit requirements.*** Any non-federal entity that expends \$75,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with the Federal Code 2 CFR Part 200.501.
- 4.2 ***Single audit.*** Any non-federal entity that expends \$750,000 or more during the non-entity’s fiscal year in federal awards must have a single audit conducted in accordance with the Federal Code 2 CFR §200.514 (“Scope of Audit”), except when elects to have a program-specific audit conducted in accordance with the Federal Code 2 CFR Part 200.501, sub-section (c).
- 4.3 ***Exemption.*** Any exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in the Federal Code 2 CFR Part 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor’s report is received by the Agency. All duties shall be completed no later than one-hundred eighty (180) days after the close of the Agency’s fiscal year, or as specified in accordance with the Federal Code 2 CFR Part 200, subpart F (“Audit Requirements”).
- 5.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with the Federal Code 2 CFR Part 200, subpart F (“Audit Requirements”), shall be forwarded to the Program Administrator, with a copy provided to the Orange County Comptroller’s Office, at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32801

Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic mail to: jamille.clemens@occompt.com

- 5.3 Audit requirements stipulate that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of the Federal Code 2 CFR Part 200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is:

<https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller, as otherwise required by this Article.

ARTICLE VIII

TERM, AMENDMENTS, AND TERMINATION

Section 1. **Term.** The term of this Agreement shall be October 1, 2016 through December 15, 2017. Unless otherwise approved by the County in writing, all Project services shall be completed by September 30, 2017.

Section 2. **Amendments.** Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line item transfers, personnel changes and removal of special conditions, shall be submitted no later than forty-five (45) days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted no later than 60 days prior to the end date of this Agreement. All amendment requests shall be submitted in writing on the Agency letterhead and shall provide an explanation as to why an amendment is being requested.

Section 3. **Termination.**

- 3.1 Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in Article XIII of this Agreement.
- 3.2 Notwithstanding anything to the contrary herein, and in accordance with the Federal Code 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the award contemplated herein, and that award

may be terminated for convenience in accordance with the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement for any subsequent default; and no waiver of any such default. In the event this Agreement is terminated before the end of the one-year term, the Agency shall reimburse the County all, or a portion, of the ESG Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.

- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;
 - (b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in Article XIII of this Agreement.
- 3.5 The Agency shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage ESG Program properties as directed by the County;

- (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
- (f) Take any other actions directed in writing by the County.

ARTICLE IX

PERFORMANCE MONITORING AND REPORTING

Section 1. Performance Monitoring.

- 1.1 The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the project. Such cooperation shall include, but shall not be limited to, monthly or approved periodic submission of Client data reports, recording of income details, and compliance with all requests and requirements for evaluation and information pertaining to the Project.
- 1.2 The County shall perform annual monitoring visits to ensure compliance and assess the progress of the Agency in achieving levels of accomplishment established within this Agreement. Monitoring visits will be performed in accordance with general guidelines outlined in **Exhibit F** ("Sub-recipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future ESG Program funding levels to finance the Project.

Section 2. Monthly Programmatic Reports.

- 2.1 The Agency shall submit a Monthly Programmatic Report to the Manager, as Program Administrator for the grant, together with the financial invoice. The Monthly Programmatic Report and Invoice shall be submitted on or before the last day of the month following the month during which Project services were provided.
- 2.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **Exhibit E**, including, but not limited to, the following information:
 - (a) Participating Agency(ies) or County staff assisted;
 - (b) Type of assistance;
 - (c) Any additional information related to technical support, trouble shooting and/or maintenance of HMIS database;
- 2.3 The Agency shall assist Orange County with its ESG Consolidated Annual Performance Evaluation Report (CAPER) closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided with the County's ESG funding at the end of the fiscal year.

- 2.4 The Manager should be notified in writing of any problems, delays or adverse conditions which affect the ability to attain ESG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

ARTICLE X

ASSIGNMENTS AND SUBCONTRACTS

Section 1. **Subcontracts Requirements.**

- 1.1 The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Agency attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- 1.2 The Agency shall not enter into any subcontracts for the Project or related services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

ARTICLE XI

PROCUREMENT REQUIREMENTS

Section 1. **General Requirements.** The Agency shall comply with the applicable requirements set forth in Federal Code 2 CFR §200.326 when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. **County Procurement Requirements.**

- 2.1 The Agency shall comply with the County's current procurement policies for the purchase of all consumable products, capital equipment and services with a value of at least \$1,500 (One Thousand Five Hundred Dollars) and a life expectancy of at least one (1) year, for use in the Project and paid for with ESG Program Funds. These policies require a minimum of three (3) quotes for goods and services, including goods and services pertaining to rehabilitation and repair activities, with a value of \$1,500 (One Thousand Five Hundred Dollars).
- 2.2 The Agency shall maintain purchase orders, written contracts, quotes and other records documenting compliance with the County's procurement policies.
- 2.3 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the

- term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control purchased or acquired with ESG Program Funds.
- 2.4 The Agency shall report lost or stolen property immediately to the County. The Agency shall also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.5 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Agency with ESG Program Funds, pursuant to the requirements of the Federal Code 2 CFR Part 200 (“Uniform Administrative Requirements”). At the County’s discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the County to continue using the property purchased with ESG Program Funds beyond the termination of this Agreement.

ARTICLE XII

INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. **Protection of Persons and Property.** While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and

- c) Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
 - a) Occupational Safety & Health Act (OSHA)
 - b) National Institute for Occupational Safety & Health (NIOSH)
 - c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. **Insurance.**

- 3.1 The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.
- 3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)

3.4 The Agency shall ensure that all sub-consultants and providers providing Services under this Agreement procure and maintain, for the duration of their involvement with this Agreement, insurance coverage in such types and with limits sufficient to protect the interests of the County and the Agency.

3.5 Required Coverage:

- a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$500,000 (Five-Hundred Thousand Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- b) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit J**.
- c) **Professional Liability** – The Agency shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- d) Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. When required by the insurer or should a policy condition to permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section. The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County Board of County Commissioners
Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

ARTICLE XIII

NOTICES

All notices permitted or required should be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery, addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street
Orlando, FL 32801

With Copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Agency: Executive Director
Homeless Services Network of Central Florida, Inc.
4065-D L.B. McLeod Road
Orlando, FL 32811

ARTICLE XIV

GENERAL TERMS AND CONDITIONS

Section 1. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of the Agreement shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

Section 2. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, in **Exhibit A**, the Agency shall comply with the Uniform Administrative Requirements set forth in the Federal Code 2 CFR Part 200, 2 CFR Part 200 subpart F ("Audit Requirements"). The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3) or 24 CFR §57.200(j).

Section 4. **Anti-Lobbying Provision.** The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute

and comply with the “Certification Regarding Lobbying” attached hereto and incorporated by this reference as **Exhibit M**. A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

Section 5. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of this Project or performance of any services related thereto. The Agency shall comply with 42 U.S.C. §5301, et seq., 42 U.S.C. §6101, 29 U.S.C. §794, 24 CFR §570.602 and 24 CFR Part 6. The Agency shall also at all time comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d, et seq.) and implementing regulations in 24 CFR 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 6. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

Section 7. **HIPAA Compliance.** When Services provided by the Agency include activities covered by the Health Insurance Portability and Accountability Act (“HIPAA”), the Agency shall ensure that its employees abide by and comply with the HIPAA requirements, State and federal laws and local regulations, as well as all ethical standards consistent with those established in that profession. The Agency’s policies and procedures shall include a mechanism by which the Agency shall take appropriate progressive disciplinary actions for Agency staff members found to have violated such policies and procedures, any HIPAA provisions, or State or federal laws or regulations.

Section 8. **Agreement between the County and HUD.** The Agency agrees that it shall be bound by the standards terms and conditions used in the ESG Program Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 9. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at the Federal Code 2 CFR §180 that implements Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 10. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of

interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflict.

Section 11. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XV

MISCELLANEOUS

Section 1. **Entire Agreement.** This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 2. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Agency and the County.

Section 3. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 4. **Unlawful Compensation.** The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 883, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 5. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 11-16-16

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jenica Vaupel*
for Deputy Clerk

DATE: NOV 16 2016

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

Martha Are
Martha Are
TITLE: Executive Director

AND

BY: Andrew Thomas
Board Chairman or Authorized Representative

Andrew Thomas
(Print or Type Name)

STATE OF Florida
COUNTY OF Orange

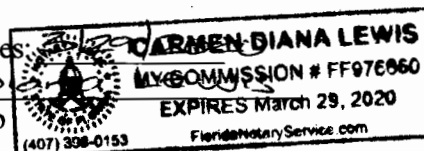
Personally appeared before me, the undersigned authority, Martha Are, well known to me and known by me to be the Executive Director of Homeless Services Network of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

Carmen Diana Lewis
Notary Public

My Commission Expires:

Carmen Diana Lewis
Printed Name or Stamp



STATE OF Florida
COUNTY OF Seminole

Personally appeared before me, the undersigned authority, Andrew Thomas, well known to me and known by me to be the Board Chairman or Authorized Representative of Homeless Services Network of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced drivers license as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of October, 2016.

Ruth Y Sapp
Notary Public
My Commission Expires: 12/31/2018

Ruth Y Sapp
Printed Name or Stamp

EXHIBIT A
APPLICABLE FEDERAL LAWS

The Agency shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. **2CFR §200.327 Financial reporting.**

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. **2 CFR §200.328 Monitoring and reporting program performance.**

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to

units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

- (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports (*if applicable*). For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. **2 CFR §200.331 Requirements for pass-through entities.**

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (*currently known as DUNS number – Data Universal Numbering System (DUNS) number*);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
 - (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. 2 CFR §200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

- (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose

additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. **2 CFR §200.339 Termination.**

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for

compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. **2 CFR §200.340 Notification of termination requirement.**

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
- (c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. **2 CFR §200.341 Opportunities to object, hearings and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. **2 CFR §200.342 Effects of suspension and termination.**

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. **2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.**

- (a) The closeout of a Federal award does not affect any of the following:

- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this Part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

EXHIBIT B
BUDGET

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

Line Items	Total Cost
Monthly HMIS Reports <i>(12 reports at \$1,000 per report)</i>	\$12,000
HMIS User/Agency Training Sessions <i>(4 sessions at \$750 per session)</i>	\$3,000
TOTAL BUDGET	\$15,000

ACTIVITY: The Agency will utilize ESG funds to maintain and administer the Homeless Services Information System (HMIS) and to provide technical assistance and support for data collection and reporting requirements from the HMIS, as mandated by the ESG.

PROJECTED OUTPUTS/OUTCOMES: The Agency will produce **twelve (12) monthly HMIS reports** and provide a minimum of **four (4) technical assistance sessions** to the County ESG funded agencies, in addition to any on-going routine technical support, information sessions, and/or training.

MATCHING FUNDS: Match funds in the amount of \$15,000 are expected to come from various fees.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Homeless Services Network of Central Florida, Inc.

EXHIBIT C
SCOPE OF SERVICES

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

OBJECTIVE(S): To facilitate a comprehensive and integrated system of services in Central Florida designed to ensure that any experience of homelessness is brief and rare.

PLANNED ACTIVITIES: The Agency will manage the Homeless Management Information System (HMIS), which is a federally required database used to capture information needed to link homeless individuals and families with appropriate services. The HMIS is also used to measure the outputs and outcomes of those services. The ESG funding will be used to provide technical assistance to ESG-funded agencies ensuring compliance and data quality standards, and timely reporting; and to provide all the data necessary for the CAPER. The following agencies are receiving ESG funds from Orange County in FY 2016-17:

- Coalition for the Homeless of Central Florida, Inc.
- Covenant House Florida, Inc.
- Harbor House of Central Florida, Inc. (uses a different database to collect information on victims of domestic violence, but might still require technical assistance)
- Family Promise of Greater Orlando, Inc.
- Heart of Florida United Way, Inc.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will produce the following deliverables during the period of October 1, 2016 through September 30, 2017.

1. **12 Monthly HMIS Reports:** The Agency will create monthly versions of the HUD APR report for ESG funded programs so that Orange County and funded agencies can monitor HUD performance measure outcomes throughout the grant year. Additionally, the Agency will provide monthly data quality and data completeness reports for Orange County and its ESG funded programs so that Orange County and funded agencies can monitor HMIS participation throughout the grant year.
2. **Four (4) HMIS User/Agency Training Sessions (minimum):** The Agency will develop and implement training sessions for ESG funded agencies based on training needs informed by the data quality and data completeness reports. The Agency will also provide on-going technical assistance to ESG funded agencies to enable them to collect, evaluate and integrate HMIS into overall project implementation.
3. The Agency will also assist Orange County with ESG related HMIS data required in the annual HUD CAPER.

It is anticipated that the planned activities will result in the following outcomes:

1. Compliance with HUD requirements;
2. Advancement of comprehensive and integrated system of services for the homeless population; and
3. Improved data quality among the agencies providing services to the homeless population.

ESG Program Funds may not be used to pay for the same costs funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2016 and ending September 30, 2017.

KEY RESPONSIBLE PERSONNEL: The following staff members are involved with the program:

Joan Domenech, HMIS Operations Manager;
Nyla McCarthy, HMIS Projects & Training Supervisor;
David LaFleche, HMIS Training Specialist;
Agustin Paz, HMIS Data Analyst.

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on www.sam.gov current. The agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
ESG MONTHLY PROGRAMMATIC REPORT
AGENCY NAME _____

Narrative of Accomplishments this Month: (Narrative must include all items listed below)

1. Provide Summary of accomplishments made with Orange County's ESG Program funds.
2. Describe steps taken to broaden community financial support.
3. Include specific quantitative accomplishments made toward project goals identified in the Agreement.
4. Explain how performance is being/has been measured. Refer to Part VIII (B) of the Agreement.
5. State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given. This Report supplements and is not a replacement for the HMIS ESG CAPER Report, and/or such other year-end reports as may be required by HUD or Orange County.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in September of 2016. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT F
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee: _____

ESG Contract # _____

Sub-recipient Name: _____

Approved Amount: \$ _____

1. Activity Name: _____

2. Activity Description/Services to be Provided: _____

3. Any Special Conditions: _____

4. Number of Payment Requests to Date: _____ Amount Requested to Date: \$ _____

5. Total Disbursed to Date: _____ Balance: \$ _____

6. Comments: _____

7. Source of Match: _____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

(Signature of Reviewer)

(Date)

(Printed Name)

(Title)

EXHIBIT G
(if /as applicable)
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: First Star

Workers' Compensation Carrier: SUNZ Insurance Company

A.M. Best Rating of Carrier: NR

Inception Date of Leasing Arrangement: 9-23-1999

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: HSNCFL - Homeless Services Network of Central Florida

Signature of Owner/Officer Martha Fine

Title: Executive Director

Date: 10-19-2016

Revised 10/1/08

EXHIBIT H
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

By: Martha Are
Title: Executive Director
Date: 10-19-2016

EXHIBIT I

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these

additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 26 04 13 © Insurance Services Office, Inc., 2012

Page 1 of 1

EXHIBIT J
(if/as applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT K

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CRITERIA	EXHIBIT L REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Homeless Services Network of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number)	159419535
(a) (iii)	Federal Award Identification Number (FAIN)	59-3213827
(a) (iv)	Federal Award Date (see §200.39 Federal award date);	October 1, 2016
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2016- September 30, 2017
(a) (vi)	Amount of Federal Funds Obligated by this action	\$491,249
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient;	\$15,000
(a) (viii)	Total Amount of the Federal Award	\$491,249
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);	Technical Support of Homeless Management Information System (HMIS)
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official;	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D;	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	No
2 CFR 200.331 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Yes, Exhibits B, C, D, E, F, G, H
(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 §200.414 Indirect (F&A) costs, paragraph (f) of this part.	Yes, Article VI, Section 2, Paragraph 2.3 (l) of Agreement
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(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 III, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward.	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:	
(1)	The subrecipient's prior experience with the same or similar subawards;	
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;	
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and	
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).	
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.	
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:	
(1)	Reviewing financial and performance reports required by the pass-through entity.	
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.	
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.	

(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer:

Nancy Sharifi

Signature:

Nancy Sharifi

Title:

Manager (or Designee)
Orange County Housing and Community Development