



Interoffice Memorandum

August 28, 2023

TO: Mayor Jerry L. Demings  
–AND–  
County Commissioners

FROM: Andres Salcedo, Acting Director  
Planning, Environmental, and Development  
Services Department *Andres*

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

SUBJECT: September 26, 2023 – Consent Item  
Amendments to Project Administration Subrecipient Agreements

On February 7, 2023, the Board executed project administration subrecipient agreements with providers of social services and homeless services, consistent with the approved 2022-2023 Annual Action Plan for housing and community development programs. These programs include Community Development Block Grant and Emergency Solutions Grant, both funded through the U.S. Department of Housing and Urban Development.

Two of the approved agreements are now being amended. The agreement with J.U.M.P. Ministries, Inc., is being amended to correct the agency's Unique Entity Identifier number, and the agreement with Catholic Charities of Central Florida, Inc., is being amended to extend the term of the agreement to June 30, 2024, to allow for a continuous provision of rapid rehousing services to qualified homeless households.

The County Attorney's Office has reviewed both amendments as to form.

**ACTION REQUESTED:** Approval and execution of 1) Amendment No. 1 to Project Administration Subrecipient Agreement (#2022-6-14) between Orange County, Florida and J.U.M.P. Ministries, Inc. regarding the Community Development Block Grant (“CDBG”) Program FY 2022-2023 [FAIN: B-22-UC-12-0003] and 2) Amendment No. 1 to Project Administration Subrecipient Agreement (#2022-13-06) between Orange County, Florida and Catholic Charities of Central Florida, Inc. regarding the Emergency Solutions Grant (“ESG”) Program FY 2022-2023 [FAIN: E-22-UC-12-0003].  
All Districts

AS:MG  
Attachments

BCC Mtg. Date: September 26, 2023

**AMENDMENT NO. 1**  
*to*  
**PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2022-6-14)**  
*between*  
**ORANGE COUNTY, FLORIDA**  
*and*  
**J.U.M.P. MINISTRIES, INC.**  
*regarding*  
**THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM**  
  
**FY 2022-2023**  
[FAIN: B-22-UC-12-0003]

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**THIS FIRST AMENDMENT (“First Amendment”)** is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (“County”), and **J.U.M.P. MINISTRIES, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida (the “Agency”). The County and Agency may be referred to individually as “party” or collectively as “parties”.

**RECITALS**

**WHEREAS**, the County and the Agency entered into an agreement on February 7, 2023 (the “Original Agreement”) providing funds to offer case management and transitional housing services to very low-income and homeless individuals (the “Services”); and

**WHEREAS**, the Agency submitted an amendment request to revise and correct the Subrecipient’s Unique Entity Identifier (UEI) information, consistent with Article XVI, Section 17 of the Original Agreement; and

**WHEREAS**, it is the intention of the parties to amend the Original Agreement, as further detailed in this First Amendment, in order to reflect changes requested by the Agency as agreed to by the County.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein as a material part of this First Amendment.

**Section 2. Definitions.** Any capitalized terms not otherwise defined in this First Amendment shall have the meanings assigned to such terms in the Original Agreement.

**Section 3. Form of Modifications.** Throughout this Amendment, additions to the original language of the Agreement are shown with underlines and deletions are shown with strikethrough. Sections of the Agreement not modified in this Amendment shall remain unchanged.

A. The “**Requirement for Pass-Through Entities (Checklist)**” attached to the Original Agreement as “**Exhibit N**” is hereby amended as shown in the “**Revised Exhibit N (Amendment #1)**” attached to this First Amendment.

**Section 4. General Terms.**

- A. **Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Original Agreement, and as modified in this First Amendment, remain true and correct as of this First Amendment's execution date.
- B. **No Waiver.** Nothing contained in this First Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Original Agreement.
- C. **Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this First Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this First Amendment. Therefore, should any material term, provision, covenant or condition of this First Amendment 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.
- D. **Counterparts.** This First Amendment may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.
- E. **Effective Date, Conflicts, and Full Force.** This First Amendment is hereby made a part of the Original Agreement and shall take effect upon execution by all parties (the "**Effective Date**"). All provisions in the Original Agreement, any attachments to the Original Agreement, or any previous amendments that are in conflict with this First Amendment are hereby changed to conform to this First Amendment. Except as expressly modified in this First Amendment, the Original Agreement remains intact, unchanged, and in full force and effect.

[ SIGNATURES ON FOLLOWING PAGES]

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



**ORANGE COUNTY, FLORIDA**

BY: Orange County Board of County Commissioners

BY: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: September 26, 2023

**ATTEST:**

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

BY: *Jennifer Ann Kincaid*  
Deputy Clerk

Date: September 26, 2023

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: J.U.M.P. MINISTRIES, INC.

[Signature]  
Signature  
Durone Hepburn  
Printed Name  
C.E.O.  
Official Capacity  
8/23/23  
Date

[Signature]  
Signature  
Phuong Lu-Hepburn  
Printed Name  
Board Chairman or Authorized Representative  
Official Capacity  
8/23/23  
Date

NOTARY:

STATE OF Florida )  
COUNTY OF Orange ) ss:

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization, this 23 day of August, 2023, by Durone Hepburn in their official capacity as C.E.O. for the Agency.

- Personally Known; OR
- Produced Identification.
- Type of identification produced: \_\_\_\_\_

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

NOTARY:

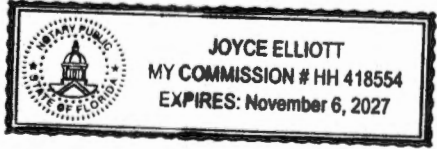
STATE OF Florida )  
COUNTY OF Orange ) ss:

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization, this 23 day of August, 2023, by Phuong Lu-Hepburn in their official capacity as the Board Chairman or Authorized Representative for the Agency.

- Personally Known; OR
- Produced Identification.
- Type of identification produced: \_\_\_\_\_

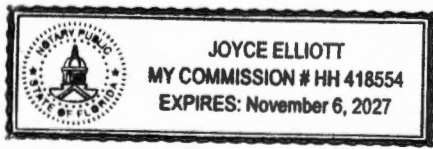
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Joyce Elliott  
Notary Public  
My Commission Expires: November 6, 2027



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

Joyce Elliott  
Notary Public  
My Commission Expires: November 6, 2027



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

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

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)	J.U.M.P. Ministries, Inc.
(a) (ii)	Subrecipient's Unique Entity Identifier (UEI)	CF4VCM61DCN5 LD15TNLUGEK4
(a) (iii)	Federal Award Identification Number (FAIN)	B-22-UC-12-0003
(a) (iv)	Federal Award Date (see 2 CFR § 200.39 Federal award date)	October 28, 2022
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2022 - September 30, 2023
(a)(vi)	Subaward Budget Period Start and End Date	October 1, 2022 - September 30, 2023
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient	\$40,000
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$40,000
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	Provision of case management and wraparound services to very low-income and homeless individuals to increase their self-sufficiency and promote independence
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	14.218 Community Development Block Grant
(a) (xiii)	Identification of whether the award is R&D	No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR § 200.414	See Exhibit B
2 CFR 200.332 (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, See the terms of the Agreement and 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) (i)	<p>An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:</p> <p>(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;</p> <p>(B) The de minimis indirect cost rate.</p>	
(a) (4) (ii)	<p>The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).</p>	
(a) (5)	<p>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</p>	<p>Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.</p>

**OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS**

<b>a)</b>	<p><b>Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:</b></p>
(1)	<p>The subrecipient's prior experience with the same or similar subawards;</p>
(2)	<p>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;</p>
(3)	<p>Whether the subrecipient has new personnel or new or substantially changed systems; and</p>
(4)	<p>The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).</p>
<b>(b)</b>	<p><b>Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.</b></p>
<b>(c)</b>	<p><b>Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:</b></p>
(1)	<p>Reviewing financial and performance reports required by the pass-through entity.</p>
(2)	<p>Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.</p>



(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	<b>Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:</b>
(1)	Providing Subrecipients with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425.
(d)	<b>Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.</b>
(f)	<b>Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.</b>
(g)	<b>Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.</b>

Name of Reviewer:

Mitchell Glasser

Signature:

[Handwritten Signature]

Title:

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

BCC Mtg. Date: September 26, 2023

**AMENDMENT NO. 1**  
*to*  
**PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2022-13-06)**  
*between*  
**ORANGE COUNTY, FLORIDA**  
*and*  
**CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.**  
*regarding*  
**THE EMERGENCY SOLUTIONS GRANT (“ESG”) PROGRAM**  
**FY 2022-2023**  
[FAIN: E-22-UC-12-0003]

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**THIS FIRST AMENDMENT (“First Amendment”)** is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (“**County**”), and CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC., a qualified not-for-profit corporation organized registered under the laws of the State of Florida (the “**Agency**”). The County and Agency may be referred to individually as “**party**” or collectively as “**parties**”.

**RECITALS**

**WHEREAS**, the County and the Agency entered into an agreement on February 7, 2023 (the “**Original Agreement**”) for the specific purpose of providing funds for rapid re-housing and housing stabilization services to qualified homeless individuals and families (the “**Services**”); and

**WHEREAS**, the Agency submitted an amendment request to extend the term of the Original Agreement, consistent with Article XVI, Section 17 of the Original Agreement; and

**WHEREAS**, it is the intention of the parties to amend the Original Agreement, as further detailed in this First Amendment, in order to reflect changes requested by the Agency as agreed to by the County.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein as a material part of this First Amendment.

**Section 2. Definitions.** Any capitalized terms not otherwise defined in this First Amendment shall have the meanings assigned to such terms in the Original Agreement.

**Section 3. Form of Modifications.** Throughout this Amendment, additions to the original language of the Agreement are shown with underlines and deletions are shown with strikethrough. Sections of the Agreement not modified in this Amendment shall remain unchanged.

A. **Article III, Section 3.** of the Original Agreement is hereby amended as follows:

**Section 3. Subaward Budget Period.** *The Subaward Budget Period for this Agreement is: October 1, 2022, to ~~September 30, 2023~~ June 30, 2024. If the date range provided in this provision exceeds the Budget Period provided in the Federal Award, the Federal Award's Budget Period shall prevail.*

B. **Article IX, Section 1.** of the Original Agreement is hereby amended as follows:

**Section 1. Term.** *The term of this Agreement begins on the date that it is fully executed by both parties (the "Effective Date") and shall conclude on ~~September 30, 2023~~ June 30, 2024.*

C. **Article IX, Section 2.** of the Original Agreement is hereby amended as follows:

**Section 2. Subaward Period of Performance.**

*2.1 The "Subaward Period of Performance" is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).*

*2.2 The Subaward Period of Performance of this Agreement is: 10/01/2022 to ~~09/30/2023~~ 06/30/2024. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, then the Federal Award's Period of Performance shall prevail.*

D. The "**Budget**" attached to the Original Agreement as "**Exhibit B**" is hereby amended as shown in "**Revised Exhibit B (Amendment #1)**" attached to this First Amendment.

E. The "**Scope of Services**" attached to the Original Agreement as "**Exhibit C**" is hereby amended as shown in "**Revised Exhibit C (Amendment #1)**" attached to this First Amendment.

F. The "**Requirement for Pass-Through Entities (Checklist)**" attached to the Original Agreement as "**Exhibit R**" is hereby amended as shown in the "**Revised Exhibit R (Amendment #1)**" attached to this First Amendment.

**Section 4. General Terms.**

A. **Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Original Agreement, and as modified in this First Amendment, remain true and correct as of this First Amendment's execution date.

B. **No Waiver.** Nothing contained in this First Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Original Agreement.

C. **Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this First Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this First Amendment. Therefore, should any material term, provision, covenant or condition of this First Amendment 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.

- D. **Counterparts.** This First Amendment may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.
- E. **Effective Date, Conflicts, and Full Force.** This First Amendment is hereby made a part of the Original Agreement and shall take effect upon execution by all parties (the “**Effective Date**”). All provisions in the Original Agreement, any attachments to the Original Agreement, or any previous amendments that are in conflict with this First Amendment are hereby changed to conform to this First Amendment. Except as expressly modified in this First Amendment, the Original Agreement remains intact, unchanged, and in full force and effect.

[ SIGNATURES ON FOLLOWING PAGES]

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



**ORANGE COUNTY, FLORIDA**

BY: Orange County Board of County Commissioners

BY: *Jerry L. Demings*  
Jerry L. Demings  
for Orange County Mayor

Date: September 26, 2023

**ATTEST:**

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

BY: *Jennifer Ann-Klinetz*  
Deputy Clerk

Date: September 26, 2023

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.

Gary Tester  
Signature  
GARY TESTER  
Printed Name  
PRESIDENT  
Official Capacity  
8.25.23  
Date

Joseph Ramirez  
Signature  
Joseph Ramirez  
Printed Name  
Board Chairman or Authorized Representative  
Official Capacity  
8-25-2023  
Date

NOTARY: FL  
STATE OF FL  
COUNTY OF Orange ss:

NOTARY: FL  
STATE OF FL  
COUNTY OF Orange ss:

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization this 25 day of August 2023, by Gary Tester in their official capacity as President for the Agency.

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization this 25 day of August 2023, by Joseph Ramirez in their official capacity as the Board Chairman or Authorized Representative for the Agency.

Personally Known; OR  
 Produced Identification.  
Type of identification produced: \_\_\_\_\_  
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Personally Known; OR  
 Produced Identification.  
Type of identification produced: \_\_\_\_\_  
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Martha Hernandez  
Notary Public  
My Commission Expires: 4-4-2024

Martha Hernandez  
Notary Public  
My Commission Expires: 4-4-2024

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

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



**Revised Exhibit B (Amendment #1)  
BUDGET**

**CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.  
EMERGENCY SOLUTIONS GRANT (ESG)  
GRANT PERIOD October 1, 2022 – ~~September 30, 2023~~ June 30, 2024**

<b>Direct Costs</b>	<b>Total Cost</b>
<b>Direct Services:</b> Personnel Costs – Salaries of service delivery personnel and associated costs (payroll taxes)	\$50,000
<b>Financial Services:</b> Re-Housing Rental Assistance ( <i>partial rent payments, arrears</i> )	\$58,000
<b>Re-Housing Stabilization Financial Assistance</b> ( <i>costs associated with housing search, deposits, application fees, etc.</i> )	\$30,000
<b>TOTAL BUDGET</b>	<b>\$138,000</b>

**ACTIVITY:** Catholic Charities of Central Florida, Inc. will utilize ESG funds to provide rapid re-housing and housing stabilization services to qualified homeless individuals and families.

**PROJECTED OUTPUTS/OUTCOMES:** The Agency will provide assistance to **nine (9)** unduplicated households (approximately **30** individuals).

**MATCHING FUNDS:** Match funds in the amount of \$138,000 are expected to come from private funds, donations, volunteer hours, and local government 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 Catholic Charities of Central Florida, Inc.

**Revised Exhibit C (Amendment #1)  
SCOPE OF SERVICES**

**CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.  
EMERGENCY SOLUTIONS GRANT (ESG)  
GRANT PERIOD October 1, 2022 – ~~September 30, 2023~~ June 30, 2024**

**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 Family Stability 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. Referrals into the Program will be conducted utilizing the Coordinated Entry System (CES). 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).

**\*NOTE:** Maximum assistance amounts (if applicable) and length of assistance are specified in the County's ESG Program Policies and Procedures. The maximums can be waived on a case-by-case basis, with a written request from the Agency. The waiver documentation requests must be kept in a client file.

**ANTICIPATED OUTPUTS/OUTCOMES:** The Agency will provide assistance to **nine (9)** unduplicated households (approximately **30** individuals) during the period of October 1, 2022 through ~~September 30, 2023~~ June 30, 2024.

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

1. 70% of program participants will stabilize in permanent housing;
2. 70% of program participants will secure permanent housing within 30 days of Rapid Re-housing assessment completion, unless the family does not approve of the identified units or are denied by landlords;
3. 100% of program participants will gain insight into issues that are preventing them from stabilizing, and will learn life skills, budgeting, and self-advocacy; and
4. 70% of program participants will regain self-sufficiency through access to benefits and increased earned income.

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.

The Agency must have policies in place for assessment, prioritization, and reassessment of need for essential services. Additionally, the policies on admission, diversion, referral and discharge procedures, to include standards regarding the length of stay, if any, and safety and shelter needs of special populations, such as victims of domestic violence and individuals and families with the highest barriers to housing who may be likely to be homeless for longer periods, must be clearly described.

**TIMELINE:** Projected activities are expected to be carried out during the period starting October 1, 2022 and ending ~~September 30, 2023~~ June 30, 2024.

**LOCATION(S):** 1819 North Semoran Blvd., Orlando, FL 32807.

**KEY RESPONSIBLE PERSONNEL:** The following staff members will be involved in the programs: Emma Pena, Program Director; and Shenika Frett, 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.

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

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

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

CRITERIA	Revised Exhibit R (Amendment #1) REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)	Catholic Charities of Central Florida, Inc.
(a) (ii)	Subrecipient's Unique Entity Identifier (UEI)	N411L7D2WZF3
(a) (iii)	Federal Award Identification Number (FAIN)	E-22-UC-12-0003
(a) (iv)	Federal Award Date (see §200.39 Federal award date)	October 28, 2022
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2022 - <del>September 30, 2023</del> June 30, 2024
(a)(vi)	Subaward Budget Period Start and End Date	October 1, 2022 - <del>September 30, 2023</del> July 30, 2024
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient	\$138,000
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$138,000
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	Provision of rapid re-housing services for qualified homeless individuals and families
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xiii)	Identification of whether the award is R&D	No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414	See Exhibit B
2 CFR 200.332 (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, See the terms of the Agreement and 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, N, O, P, Q
(a) (4) (i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:	


	<p>(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;</p> <p>(B) The de minimis indirect cost rate.</p>	
(a) (4) (ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).	

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

<b>a)</b>	<b>Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:</b>
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audits of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
<b>(b)</b>	<b>Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208</b>
<b>(c)</b>	<b>Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:</b>
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(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.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management

	decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	<b>Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:</b>
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425
(d)	<b>Verify that every subrecipient is audited as required by Subpart F—Audits 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</b>
(f)	<b>Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.</b>
(g)	<b>Consider taking enforcement action against noncompliant subrecipients as described in §200.339 of this part and in program regulations.</b>

Name of Reviewer: Mitchell Glassey

Signature: 

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