



Interoffice Memorandum

AGENDA ITEM

September 21, 2023

TO: Mayor Jerry Demings
-AND-
Board of County Commissioners

THRU: Raul Pino, MD, MPH, Director Health Services Department *Raul Pino* MD. MPH

FROM: Claudia Yabrudy, Manager Fiscal and Operational Support *CY*
Contact: (407) 836-6583

SUBJECT: SURE Housing Interventions Grant
Consent Agenda – October 24, 2023

The Orange County Health Services Department was awarded a grant for Supportive Replication (SURE) of Housing Interventions in the Ryan White HIV/AIDS Program. This is a \$1 million dollars four-year initiative with an estimated award amount of \$250,000 a year funded by Corporation for Supportive Housing (CSH) with funds from the Health Resources and Services Administration (HRSA). This grant intends to provide rapid rehousing services for youth and young adults (aged 18-24) with HIV experiencing unstable housing in Orange County. The initiative will establish low barrier interventions that promote long-term housing stability for eligible clients.

The Health Services Department is requesting approval and execution of the Subrecipient Agreements (Contract #23032-C and 23044-C) between CSH and Orange County, Florida for the SURE Housing Interventions. Due to the timing of the grant award, Contract #23032C covers service period June 1, 2023 – July 31, 2023, and Contract #23044-C covers August 1, 2023 – July 31, 2024.

ACTION REQUESTED: Approval and execution of Subrecipient Agreement CSH Contract #23032-C in the total amount of \$250,000 and Contract #23044-C in the total amount of \$250,000; and authorization for the County Mayor or designee to execute all subsequent awarded agreements, including increases, decreases, or amendments. No county match is required. **(Fiscal and Operational Support Division)**

Attachment

C: Danny Banks, Deputy County Administrator, County Administrator's Office
John Goodrich, Deputy Director, Health Services Department

SUBRECIPIENT AGREEMENT

CSH CONTRACT #: 23032-C

(this Agreement is not effective without a valid contract number)

This Subrecipient Agreement (“**Agreement**”), dated as of June 1, 2023 (the “**Effective Date**”), is by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, with a mailing address of 201 South Rosalind Avenue, Orlando, Florida, 32802-1393, on behalf of its Health Services Department (“**Subrecipient**”) and Corporation for Supportive Housing, a Delaware nonprofit corporation, with its principal place of business at 61 Broadway, Suite 2300, New York, NY 10006 (“**CSH**”). Subrecipient and CSH may hereafter be referred to individually and collectively as “**Party**” or “**Parties**,” respectively.

1. Services

Subrecipient hereby agrees, except where otherwise noted, to furnish all personnel, facilities, equipment, materials, supplies, required to perform the services specified in the Contract Budget (as defined below) (such services, the “**Program Activities**”) and to otherwise do all things necessary for, or incident to, the activities specified by the Parties to this Agreement.

2. Term

This Agreement commences as of the Effective Date and shall continue in full force and effect until July 31, 2023 (the “**Termination Date**”) (such period, the “**Term**”), unless this Agreement is earlier terminated in accordance with Section 10.

3. Contract Budget and Payment Provisions

- A. Subrecipient shall be paid based upon expenses incurred toward the achievement of the outlined deliverables up to the maximum amount in accordance with the budget and program description set forth in Attachment A attached hereto and made a part hereof (the “**Contract Budget**”). The Contract Budget represents the approved scope of services, deliverables and progress milestones for Subrecipient in connection with the program (the “**Program**”) and governs all payments made to Subrecipient. Subrecipient may not invoice for items that are not included under the Contract Budget unless such items are approved by CSH prior to incurring costs. Subrecipient shall invoice CSH in arrears within 30 days for expenses incurred in furtherance of the Program Activities pursuant to the Contract Budget and this Section 3.
- B. All funds paid pursuant to this Agreement shall be used for the Program Activities performed during the Term only as set forth in the Contract Budget.
- C. Funds shall be expended in accordance with Policy Clarification Notice (PCN) 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds (PCN 16-02 RWHAP Services Eligible Individuals and Allowables Uses of

Funds (hrsa.gov)), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and Federal Awards, including 45 CFR 75, 2 CFR Part 200 Subpart A, B, C, D, E, F, and Federal Travel Regulations, prescribed by the General Services Administration at 41 CFR Chapters 300-301, as applicable.

- D. CSH shall make payments on invoiced amounts in accordance with the Contract Budget. Payments will be made by CSH promptly after Subrecipient's presentation of invoices for services performed and acceptance of such invoice and services by CSH or CSH's authorized agent, approval by HRSA, and receipt of payment from HRSA for such services. Original invoices will be submitted in a form prescribed and approved by CSH.

4. Source of Funds

- A. This Agreement is being funded by CSH with funds from the Health Resources and Services Administration ("**HRSA**" or the "**Funding Source**"), pursuant to the Federal Award Identification Number (FAIN) and Catalog of Federal Domestic Assistance (CFDA) number set forth on Attachment B – Source of Funds (the "**Funding Award**") which are subject to the requirements and conditions set forth herein and in Attachment C attached hereto and made a part hereof (the "**Conditions of the Funding Award**"). Subrecipient is subject to audit by appropriate federal entities. CSH has the right to cancel, terminate or suspend this Agreement if Subrecipient fails to comply with the reporting or operational requirements of the Funding Source, or any Conditions of the Funding Award, including, without limitation, Section 7 of the HRSA SF-424 Application Guide available at <https://www.hrsa.gov/sites/default/files/hrsa/grants/apply/applicationguide/sf-424-app-guide.pdf>.
- B. Change in Availability of Funding Award. Notwithstanding anything to the contrary in this Agreement, CSH shall not be obligated to disburse any funds under this Agreement if (a) there have been any material adverse change to the financial or other condition of the Funding Award received by CSH from the Funding Source, or (b) either HRSA terminates, amends, modifies, or replaces the Funding Award (each such event, a "**Funding Change**"). In such a case, Subrecipient shall be paid for all work properly invoiced and completed pursuant to the Contract Budget and shall be reimbursed for all expenses properly incurred under this Agreement up until the point it is notified by CSH of the Funding Change, and shall not be obligated to continue performing work under this Agreement. For the avoidance of doubt, this Agreement shall continue in full force and effect following a Funding Change, unless terminated in accordance with Section 10.

5. Certifications and Assurances; Compliance

- A. Subrecipient shall be registered in the System for Award Management or such other registry designated by the Central Contractor Registration ("**SAM**"), which also requires Subrecipient to have a Unique Entity Identifier/ID ("**UEI**") number. Subrecipient shall maintain a current registration in the SAM during the Term.

- B. Subrecipient represents and warrants to CSH that:
1. Subrecipient's UEI number is ZAMZMX9ZHCM9;
 2. The legal name of Subrecipient is Orange County, Florida; and
 3. The description of the overall purpose and expected outcomes or results of this Agreement, including significant deliverables and, if appropriate, associated units of measure are as set forth in the Contract Budget and such description is accurate and correct in all respects.
- C. Subrecipient shall comply with all of the following federal laws for equal employment opportunities, if applicable:
1. Copeland 'Anti-Kickback' Act (18 U.S.C. 874 and 40 U.S.C. 276c);
 2. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7);
 3. Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327-333);
 4. Federal requirements relating to Rights to Inventions Made Under a Contract or Agreement;
 5. Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.), as amended;
 6. Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352);
 7. Debarment and Suspension (Executive Orders 12549 and 12689);
 8. "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215).
- D. In accordance with the applicable federal statutes listed below, Subrecipient agrees not to discriminate against any protected populations, in hiring or the provision of services. In addition, Subrecipient agrees to comply with all civil rights hiring and beneficiary service policies and procedures as identified in the below listed applicable statutes. Applicable statutes may include the Federal requirements relating to; Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685- 86); and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- E. If a Federal court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against Subrecipient, Subrecipient must forward a copy of the finding to CSH.
- F. Subrecipient shall maintain as part of their file kept pursuant to this Agreement, a current Equal Employment Opportunity Program (EEO) plan or waiver certification, in accordance with 28 CFR 42.301 et. seq.

- G. Subrecipient will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace, and maintain a signed certification of such in their file kept pursuant to this Agreement.
- H. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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. 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 Agreement, Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Recipients of HRSA awards shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the 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.
- I. Subrecipient will complete and keep on file, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9) for all employees.
- J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. By entering into this Agreement, Subrecipient is providing the certification set out below:
1. This certification in this clause is a material representation of fact. If it is later determined that Subrecipient knowingly submitted an erroneous certification, in addition to other remedies available to the Federal Government, HRSA may pursue available remedies, including but not limited to, suspension and/or debarment.
 2. Subrecipient shall provide immediate written notice to HRSA and CSH if at any time Subrecipient learns that its certification was erroneous when submitted, or had become erroneous due to changed circumstances.
 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this certification, are defined in 2 CFR part 180, as supplemented by 2 CFR part 376.
 4. Subrecipient certifies, that neither it, nor its principals or contractors, are proposed for debarment under 2 CFR part 180 or 48 CFR part 9, subpart 9.4, or presently

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement, or from procurements, by the federal government or any governmental entity or agency, unless authorized in writing by HRSA.

5. Subrecipient further agrees by entering into this Agreement that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and receive a copy of the signed attestation by such lower tier contractor/subrecipient.
 6. A recipient may rely upon a certification of a prospective recipient in a lower tier covered transaction that neither it nor its principals, are proposed for debarment under 2 CFR part 180 or 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. HRSA strongly encourages each participant to check the Excluded Parties database in the System for Award Management available online.
 7. Nothing contained in this certification requires establishment of a system of records in order to provide the certification required by this certification.
 8. Except for transactions authorized under paragraph 5 of this statement, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR part 180 or 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HRSA may pursue available remedies, including, but not limited to, suspension and/or debarment.
- K. Subrecipient must comply with all applicable confidentiality regulations.
- L. Pursuant to the requirements of the Freedom of Information Act, all information, documents and other materials related to the Program Activities, in the possession of HRSA shall be available for public information.
- M. Subrecipient agrees to comply with all federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement.
- N. Subrecipient agrees that it is in compliance with the Conditions of the Funding Award and shall cause any subcontractor of Subrecipient that shall perform any portion of the Program Activities to be compliant with the foregoing requirements and the Conditions of the Funding Award.
- 6. Rights in Data; Publications**
- A. Subrecipient represents and warrants that it has obtained all necessary consents and licenses for its use in connection with this Agreement of any materials owned by other parties or in which other parties have any form of proprietary rights.

- B. All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, electronic files, and any other materials and products generated in connection with the Program Activities or produced directly under this Agreement as deliverables, are owned by Subrecipient and held for the benefit of the public; provided, however that Subrecipient hereby grants CSH and any of its designees, including without limitation, HRSA and any of its designees, a paid-up, royalty-free, non-exclusive, irrevocable, perpetual, worldwide license to use, reproduce, publish, distribute, and create derivative works of, the deliverables under this Agreement without Subrecipient's involvement or prior written consent, for the benefit of the public and Federal government purposes. Subrecipient agrees to promptly report to CSH any patents, inventions and copyright registrations related to deliverables hereunder.

- C. Publications created or developed by Subrecipient funded under this Agreement must be consistent with the purposes of the Funding Award. Subrecipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Agreement:

“This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov.”

- D. Subrecipient agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the Program Activities or programs funded in whole or in part with money paid pursuant to this Agreement, they shall clearly state: (1) the percentage of the total cost of the Program Activities that will be financed with money paid pursuant to this Agreement, (2) the dollar amount of funds paid pursuant to this Agreement for the Program Activities, and (3) an acknowledgment of CSH and HRSA's support.

7. Financial Management and Audits

- A. Funds under this Agreement shall not be obligated prior to the Effective Date or subsequent to the Termination Date of this Agreement.

- B. Subrecipient must notify CSH of, and obtain prior written approval from CSH for, all financial/programmatic modifications to any portion of this Agreement that would result in a variance greater than ten percent (10%) of any task line item amount set forth in the Contract Budget, except any modification to the line item budget for travel shall require the prior written approval of CSH. Notifications and modification requests must be submitted within 30 days of the identified problem or change, and require the written approval of CSH to become effective. All requests must be electronically

submitted to CSH and will be approved through a contract amendment form signed by CSH and Subrecipient.

- C. Subrecipient may use funds paid pursuant to this Agreement for indirect costs in accordance with Section 3(D) herein. Subrecipient must have a federally approved indirect cost rate and provide CSH with a letter and agreement from the appropriate Federal agency.
- D. If Subrecipient expends \$750,000 or more in federal funds during its fiscal year, Subrecipient is required to conduct a single audit in accordance with the Single Audit Act, as amended, 31 USC 7501, et seq. and 2 CFR 200, dated June 24, 1977. A copy shall be maintained current on file with CSH.
- E. Subrecipient shall, in a timely manner, resolve all audit findings related to CSH funds as identified by CSH, the Funding Source, and/or the federal government.
- F. Subrecipient must promptly notify CSH of any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has either:
 - i. submitted a false claim for grant funds under the False Claims Act; or
 - ii. committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, similar misconduct involving grant funds.

8. Programmatic Reports and Responsibilities

Subrecipient agrees to participate in and comply with any reporting, meeting, and information sharing requirements that may be requested by CSH and/or the Funding Source pursuant to their obligations under the Funding Award. Such compliance should be invoiced in the same manner as work completed toward the deliverables outlined in the Contract Budget.

9. Records

- A. Subrecipient is responsible for maintaining all payment and financial and programmatic reports and supporting documentation associated with this Agreement as required by CSH, the Funding Source, and Federal regulations. Failure to maintain complete and accurate financial records, as identified through CSH, HRSA, or any other official audit, may result in suspension of funds, disapproval and return of funds, and/or may render the Subrecipient ineligible for future funds.
- B. Subrecipient understands and agrees that CSH, HRSA, HHS Office of the Inspector General (“OIG”), the Comptroller General of the United States, and the Government Accountability Office (“GAO”), and any of their duly authorized representatives, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Agreement and the Program Activities, including such records of any subcontractor of Subrecipient at any time.

C. All records with respect to this Agreement (including but not limited to all contracts, papers, correspondence, proofs of payment, ledgers, books, accounts and other information relating to payments made by Subrecipient in connection with this Agreement) shall be maintained for at least five years after the completion of the Term (or earlier termination under Section 10) or until an audit is completed and/or any litigation is resolved and all questions rising there from are resolved, whichever is later. These records and supporting documentation must be sufficient for OIG auditors or a certified independent auditor (one who is not an employee of the contractor or a member of Subrecipient's board of directors) to audit the records related to the Program Activities.

10. Termination

Pursuant to 2 CFR § 200.340(a), this Agreement may be terminated: (1) by CSH for any reason upon thirty (30) days' written notice to Subrecipient, (2) by mutual agreement of the Parties, and (3) by Subrecipient upon sending CSH written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; provided, however, that if CSH determines in the case of partial termination that the reduced or modified portion of the Program Activities will not accomplish the purposes for which this Agreement was made, CSH may terminate this Agreement in its entirety.

11. Insurance

Subrecipient participates in a self-insurance program acceptable to CSH. Upon request by CSH, Subrecipient shall furnish evidence of such coverage to CSH. Nothing contained herein shall constitute a waiver of the County's protections under Section 768.28, Florida Statutes. If Subrecipient does not procure or maintain workers' compensation insurance for itself and its employees, a charge of 0.8% will be deducted from each disbursement.

12. Subcontracting

A. The performance of any portion of the Program Activities under this Agreement by any subcontractor of Subrecipient shall be subject to the prior written approval of CSH. CSH approves Zebra Coalition as a subcontractor of Subrecipient; provided, that Subrecipient shall send CSH procurement materials and a copy of the subcontract upon request.

B. Subrecipient shall cause any approved subcontractor of Subrecipient that shall perform any portion of the Program Activities to be compliant with Section 5, the Conditions of the Funding Award, and Sections 6, 8, 9 and 11.

13. Errors and Omissions

Subrecipient warrants that Program Activities and related reports will be accurate and reliable. If at any time CSH notifies Subrecipient in writing of any errors or omissions in the Program Activities or reports, then Subrecipient shall correct such Program Activities

or reports within thirty (30) days after receiving notice to correct. Such correction will be made by Subrecipient at no cost to CSH.

14. Independent Contractor

Subrecipient is and shall remain an independent contractor. Nothing in this Agreement shall constitute Subrecipient as a joint venture, partner, employee, agent, or legal representative of CSH for any purpose whatsoever.

15. Limitation of Authority

This Agreement does not authorize Subrecipient, its agents, employees or subcontractors, to execute any agreements, or bind CSH in any manner, or make any charges or incur or assume any obligations, liabilities, or responsibilities of CSH to perform any other act in the name of, or on behalf of CSH other than in accordance with the terms and conditions specified herein.

16. Indemnification and Hold Harmless

- A. Subrecipient shall defend, indemnify and hold CSH harmless against any and all claims, damages, losses, fees, judgments, costs and expenses of any kind, including but not limited to attorney's fees, that CSH may suffer or incur arising out of Subrecipient's (i) negligence or willful misconduct or (ii) breach of its obligations, in connection with the performance of Subrecipient under this Agreement. Subrecipient's above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Section, or in any part of this Contract, shall constitute a waiver of the Subrecipient's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

- B. CSH shall defend, indemnify and hold Subrecipient harmless against any and all claims, damages, losses, fees, judgments, costs and expenses of any kind, including but not limited to attorney's fees, that Subrecipient may suffer or incur arising out of CSH's (i) negligence or willful misconduct or (ii) breach of its obligations, in connection with the performance of CSH under this Agreement.

17. Assignment

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any such assignment without consent shall be null and void.

18. Notice

Notices under this Agreement shall be given by hand or by courier delivery and shall be deemed delivered upon receipt to the following addresses, or at such other address as specified in a notice duly given to the other Party:

If to CSH, to:

Corporation for Supportive Housing
61 Broadway Suite 2300
New York, NY 10006
Attention: Irene E. Peragallo
Email: irene.pijuan@csh.org

If to Subrecipient, to:

Orange County Health Services Department
Attn: Manager
2002A East Michigan Street
Orlando, Florida 32806
Email: ombgrantsinfo@ocfl.net

and

Orange County Administration, Public Safety
Attn: Deputy County Administrator
Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

19. Governing Law; Venue

The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law. This Agreement, and all rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its principles of conflict of laws. The sole and exclusive jurisdiction for resolution of any disputes relating to, arising from or otherwise connected to this Agreement shall be in the state and federal courts located in the City of Orlando, and each Party hereby submits to the jurisdiction of such courts.

20. Authorization of Terms and Conditions of this Agreement

The signatory for Subrecipient to this Agreement understands and agrees to all of the terms and conditions stated in this Agreement.

21. Survival

Any provision of this Agreement, which by its nature should apply following expiration or termination of this Agreement, including Sections 3, 6, 9, 16 and 19, will remain in full force after any termination or expiration of this Agreement.

22. Time of the Essence

Time shall be of the essence with respect to all Program Activities to be performed and all deliverable items required under this Agreement or any other agreements related hereto.

23. Severability

If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

24. Counterparts

This Agreement may be executed and delivered (including via email portable document format (*.pdf) or similar electronic means) in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

25. Special COVID-19 Requirements

Subrecipient acknowledges and agrees that travel and in-person meetings may be included in the Program Activities. Subrecipient shall comply with all federal, state, local, and work venue requirements and guidance with respect to COVID, including without limitation, mask wearing, vaccination, quarantine, testing, tracing, and physical distancing. Subrecipient shall indemnify and hold CSH harmless for Subrecipient's failure to comply with any such requirements or guidance and any costs, claims or liability related to Subrecipient's COVID-19 exposure, quarantine, infection or transmission.

[Signatures on Following Page

CONTRACT #: 23032-C

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

SUBRECIPIENT:

ORANGE COUNTY, FLORIDA
BY: BOARD OF COUNTY COMMISSIONERS



BY: *Jerry L. Demings*
for JERRY L. DEMINGS
ORANGE COUNTY MAYOR

ATTEST: PHIL DIAMOND, CPA, COUNTY COMPTROLLER AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS

BY: *Jennifer Ann - Kinney*
DEPUTY CLERK

CSH:

CORPORATION FOR SUPPORTIVE HOUSING

By: *Deborah De Santis*

Name: Deborah De Santis

Title: President/CEO

Attachment A
Budget/Scope of Work

CSH PAR #:	23032-C
Subrecipient:	Orange County
Address:	201 South Rosalind Avenue Orlando, FL 32806-1393
Start Date:	6/1/2023
End Date:	7/31/2023
Value:	\$250,000.00

Scope of Work

As part of the SURE Housing initiative, the site will 1) adapt and implement approved intervention strategy (Rapid Rehousing for Youth); and 2) fully participate in a multisite evaluation to assess implementation and outcomes of the intervention strategy. The implementation site will implement and adapt approved housing intervention strategy of "Rapid Rehousing for Youth" for youth and young adults (aged 18-24) with HIV experiencing unstable housing.

Task #	Task Budget (if applicable)	Title
1	0	<p>Implement intervention (Rapid Rehousing for Youth) as required through the HRSA SURE Housing initiative. Implementation of the intervention should promote long-term stability, measured by successful connection to permanent housing supports and/or housing retention. All the interventions replicated and adapted for the SURE Housing initiative must be implemented with low barrier service models including Housing First, Harm Reduction, and Trauma-Informed Care. Further requirements for intervention implementation are provided in the RFP and RFP Appendix.</p>
2	0	<p>Participate in Multi-site Evaluation as required through the HRSA SURE Housing initiative. Evaluation participation will include interviews and surveys with organizational leadership, staff, and clients as well as electronic submission of information on enrolled clients, their exposure to the intervention strategy, and their health and housing outcomes. Implementation site is required to ensure appropriate staffing to support the evaluation activities. Further details on evaluation requirements are provided in the RFP.</p>

Attachment B Source of Funds

CSH PAR #: 23032-C

Subrecipient: Orange County Unique Entity ID: ZAMZM09ZHCM9

Address: 201 South Rosalind Avenue
Orlando, FL 32806-1393

Start Date: 6/1/2023

End Date: 7/31/2023

Value: \$250,000.00

FUNDING ALLOCATION

Amount: 250,000.00

Source: U.S. Department of Health and Human Services, Health Resources and Services Administration

Federal: Yes

Federal Funds
Obligated

Project ID: P00000797

Name: Supporting Replication (SURE) of Housing Interventions in the Ryan White HIV/AIDS Program

CFDA #: 93.928

To CSH: 3,500,000.00

Task ID: P00000797 Implementation TA

FAIN: U9045842

To Subrecipient: 250,000.00

Subrecipient/Contractor: Subrecipient

Award Date: 6/17/2022

SUBRECIPIENT AGREEMENT

CSH CONTRACT #: 23044-C

(this Agreement is not effective without a valid contract number)

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- A. Subrecipient shall be paid based upon expenses incurred toward the achievement of the outlined deliverables up to the maximum amount in accordance with the budget and program description set forth in Attachment A attached hereto and made a part hereof (the “**Contract Budget**”). The Contract Budget represents the approved scope of services, deliverables and progress milestones for Subrecipient in connection with the program (the “**Program**”) and governs all payments made to Subrecipient. Subrecipient may not invoice for items that are not included under the Contract Budget unless such items are approved by CSH prior to incurring costs. Subrecipient shall invoice CSH in arrears within 30 days for expenses incurred in furtherance of the Program Activities pursuant to the Contract Budget and this Section 3.
- B. All funds paid pursuant to this Agreement shall be used for the Program Activities performed during the Term only as set forth in the Contract Budget.
- C. Funds shall be expended in accordance with Policy Clarification Notice (PCN) 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds (PCN 16-02 RWHAP Services Eligible Individuals and Allowables Uses of Funds (hrs.gov)), and the Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for HHS Awards and Federal Awards, including 45 CFR 75, 2 CFR Part 200 Subpart A, B, C, D, E, F, and Federal Travel Regulations, prescribed by the General Services Administration at 41 CFR Chapters 300-301, as applicable.

- D. CSH shall make payments on invoiced amounts in accordance with the Contract Budget. Payments will be made by CSH promptly after Subrecipient's presentation of invoices for services performed and acceptance of such invoice and services by CSH or CSH's authorized agent, approval by HRSA, and receipt of payment from HRSA for such services. Original invoices will be submitted in a form prescribed and approved by CSH.

4. Source of Funds

- A. This Agreement is being funded by CSH with funds from the Health Resources and Services Administration ("**HRSA**" or the "**Funding Source**"), pursuant to the Federal Award Identification Number (FAIN) and Catalog of Federal Domestic Assistance (CFDA) number set forth on Attachment B – Source of Funds (the "**Funding Award**") which are subject to the requirements and conditions set forth herein and in Attachment C attached hereto and made a part hereof (the "**Conditions of the Funding Award**"). Subrecipient is subject to audit by appropriate federal entities. CSH has the right to cancel, terminate or suspend this Agreement if Subrecipient fails to comply with the reporting or operational requirements of the Funding Source, or any Conditions of the Funding Award, including, without limitation, Section 7 of the HRSA SF-424 Application Guide available at <https://www.hrsa.gov/sites/default/files/hrsa/grants/apply/applicationguide/sf-424-app-guide.pdf>.
- B. Change in Availability of Funding Award. Notwithstanding anything to the contrary in this Agreement, CSH shall not be obligated to disburse any funds under this Agreement if (a) there have been any material adverse change to the financial or other condition of the Funding Award received by CSH from the Funding Source, or (b) either HRSA terminates, amends, modifies, or replaces the Funding Award (each such event, a "**Funding Change**"). In such a case, Subrecipient shall be paid for all work properly invoiced and completed pursuant to the Contract Budget and shall be reimbursed for all expenses properly incurred under this Agreement up until the point it is notified by CSH of the Funding Change, and shall not be obligated to continue performing work under this Agreement. For the avoidance of doubt, this Agreement shall continue in full force and effect following a Funding Change, unless terminated in accordance with Section 10.

5. Certifications and Assurances; Compliance

- A. Subrecipient shall be registered in the System for Award Management or such other registry designated by the Central Contractor Registration ("**SAM**"), which also requires Subrecipient to have a Unique Entity Identifier/ID ("**UEI**") number. Subrecipient shall maintain a current registration in the SAM during the Term.

- B. Subrecipient represents and warrants to CSH that:
1. Subrecipient's UEI number is ZAMZMX9ZHCM9;
 2. The legal name of Subrecipient is Orange County, Florida; and
 3. The description of the overall purpose and expected outcomes or results of this Agreement, including significant deliverables and, if appropriate, associated units of measure are as set forth in the Contract Budget and such description is accurate and correct in all respects.
- C. Subrecipient shall comply with all of the following federal laws for equal employment opportunities, if applicable:
1. Copeland 'Anti-Kickback' Act (18 U.S.C. 874 and 40 U.S.C. 276c);
 2. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7);
 3. Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327-333);
 4. Federal requirements relating to Rights to Inventions Made Under a Contract or Agreement;
 5. Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.), as amended;
 6. Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352);
 7. Debarment and Suspension (Executive Orders 12549 and 12689);
 8. "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215).
- D. In accordance with the applicable federal statutes listed below, Subrecipient agrees not to discriminate against any protected populations, in hiring or the provision of services. In addition, Subrecipient agrees to comply with all civil rights hiring and beneficiary service policies and procedures as identified in the below listed applicable statutes. Applicable statutes may include the Federal requirements relating to; Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685- 86); and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- E. If a Federal court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against Subrecipient, Subrecipient must forward a copy of the finding to CSH.
- F. Subrecipient shall maintain as part of their file kept pursuant to this Agreement, a current Equal Employment Opportunity Program (EEO) plan or waiver certification, in accordance with 28 CFR 42.301 et. seq.
- G. Subrecipient will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace, and maintain a signed certification of such in their file kept pursuant to this Agreement.

- H. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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. 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 Agreement, Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Recipients of HRSA awards shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the 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.
- I. Subrecipient will complete and keep on file, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9) for all employees.
- J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. By entering into this Agreement, Subrecipient is providing the certification set out below:
1. This certification in this clause is a material representation of fact. If it is later determined that Subrecipient knowingly submitted an erroneous certification, in addition to other remedies available to the Federal Government, HRSA may pursue available remedies, including but not limited to, suspension and/or debarment.
 2. Subrecipient shall provide immediate written notice to HRSA and CSH if at any time Subrecipient learns that its certification was erroneous when submitted, or had become erroneous due to changed circumstances.
 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this certification, are defined in 2 CFR part 180, as supplemented by 2 CFR part 376.
 4. Subrecipient certifies, that neither it, nor its principals or contractors, are proposed for debarment under 2 CFR part 180 or 48 CFR part 9, subpart 9.4, or presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement, or from procurements, by the federal government or any governmental entity or agency, unless authorized in writing by HRSA.

5. Subrecipient further agrees by entering into this Agreement that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and receive a copy of the signed attestation by such lower tier contractor/subrecipient.
 6. A recipient may rely upon a certification of a prospective recipient in a lower tier covered transaction that neither it nor its principals, are proposed for debarment under 2 CFR part 180 or 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. HRSA strongly encourages each participant to check the Excluded Parties database in the System for Award Management available online.
 7. Nothing contained in this certification requires establishment of a system of records in order to provide the certification required by this certification.
 8. Except for transactions authorized under paragraph 5 of this statement, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR part 180 or 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HRSA may pursue available remedies, including, but not limited to, suspension and/or debarment.
- K. Subrecipient must comply with all applicable confidentiality regulations.
- L. Pursuant to the requirements of the Freedom of Information Act, all information, documents and other materials related to the Program Activities, in the possession of HRSA shall be available for public information.
- M. Subrecipient agrees to comply with all federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement.
- N. Subrecipient agrees that it is in compliance with the Conditions of the Funding Award and shall cause any subcontractor of Subrecipient that shall perform any portion of the Program Activities to be compliant with the foregoing requirements and the Conditions of the Funding Award.

6. Rights in Data; Publications

- A. Subrecipient represents and warrants that it has obtained all necessary consents and licenses for its use in connection with this Agreement of any materials owned by other parties or in which other parties have any form of proprietary rights.
- B. All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, electronic files, and any other materials and products

generated in connection with the Program Activities or produced directly under this Agreement as deliverables, are owned by Subrecipient and held for the benefit of the public; provided, however that Subrecipient hereby grants CSH and any of its designees, including without limitation, HRSA and any of its designees, a paid-up, royalty-free, non-exclusive, irrevocable, perpetual, worldwide license to use, reproduce, publish, distribute, and create derivative works of, the deliverables under this Agreement without Subrecipient's involvement or prior written consent, for the benefit of the public and Federal government purposes. Subrecipient agrees to promptly report to CSH any patents, inventions and copyright registrations related to deliverables hereunder.

- C. Publications created or developed by Subrecipient funded under this Agreement must be consistent with the purposes of the Funding Award. Subrecipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Agreement:

"This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov."

- D. Subrecipient agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the Program Activities or programs funded in whole or in part with money paid pursuant to this Agreement, they shall clearly state: (1) the percentage of the total cost of the Program Activities that will be financed with money paid pursuant to this Agreement, (2) the dollar amount of funds paid pursuant to this Agreement for the Program Activities, and (3) an acknowledgment of CSH and HRSA's support.

7. Financial Management and Audits

- A. Funds under this Agreement shall not be obligated prior to the Effective Date or subsequent to the Termination Date of this Agreement.
- B. Subrecipient must notify CSH of, and obtain prior written approval from CSH for, all financial/programmatic modifications to any portion of this Agreement that would result in a variance greater than ten percent (10%) of any task line item amount set forth in the Contract Budget, except any modification to the line item budget for travel shall require the prior written approval of CSH. Notifications and modification requests must be submitted within 30 days of the identified problem or change, and require the written approval of CSH to become effective. All requests must be electronically submitted to CSH and will be approved through a contract amendment form signed by CSH and Subrecipient.

- C. Subrecipient may use funds paid pursuant to this Agreement for indirect costs in accordance with Section 3(D) herein. Subrecipient must have a federally approved indirect cost rate and provide CSH with a letter and agreement from the appropriate Federal agency.
- D. If Subrecipient expends \$750,000 or more in federal funds during its fiscal year, Subrecipient is required to conduct a single audit in accordance with the Single Audit Act, as amended, 31 USC 7501, et seq. and 2 CFR 200, dated June 24, 1977. A copy shall be maintained current on file with CSH.
- E. Subrecipient shall, in a timely manner, resolve all audit findings related to CSH funds as identified by CSH, the Funding Source, and/or the federal government.
- F. Subrecipient must promptly notify CSH of any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has either:
 - i. submitted a false claim for grant funds under the False Claims Act; or
 - ii. committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, similar misconduct involving grant funds.

8. Programmatic Reports and Responsibilities

Subrecipient agrees to participate in and comply with any reporting, meeting, and information sharing requirements that may be requested by CSH and/or the Funding Source pursuant to their obligations under the Funding Award. Such compliance should be invoiced in the same manner as work completed toward the deliverables outlined in the Contract Budget.

9. Records

- A. Subrecipient is responsible for maintaining all payment and financial and programmatic reports and supporting documentation associated with this Agreement as required by CSH, the Funding Source, and Federal regulations. Failure to maintain complete and accurate financial records, as identified through CSH, HRSA, or any other official audit, may result in suspension of funds, disapproval and return of funds, and/or may render the Subrecipient ineligible for future funds.
- B. Subrecipient understands and agrees that CSH, HRSA, HHS Office of the Inspector General (“**OIG**”), the Comptroller General of the United States, and the Government Accountability Office (“**GAO**”), and any of their duly authorized representatives, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Agreement and the Program Activities, including such records of any subcontractor of Subrecipient at any time.
- C. All records with respect to this Agreement (including but not limited to all contracts, papers, correspondence, proofs of payment, ledgers, books, accounts and other information relating to payments made by Subrecipient in connection with this

Agreement) shall be maintained for at least five years after the completion of the Term (or earlier termination under Section 10) or until an audit is completed and/or any litigation is resolved and all questions rising there from are resolved, whichever is later. These records and supporting documentation must be sufficient for OIG auditors or a certified independent auditor (one who is not an employee of the contractor or a member of Subrecipient's board of directors) to audit the records related to the Program Activities.

10. Termination

Pursuant to 2 CFR § 200.340(a), this Agreement may be terminated: (1) by CSH for any reason upon thirty (30) days' written notice to Subrecipient, (2) by mutual agreement of the Parties, and (3) by Subrecipient upon sending CSH written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; provided, however, that if CSH determines in the case of partial termination that the reduced or modified portion of the Program Activities will not accomplish the purposes for which this Agreement was made, CSH may terminate this Agreement in its entirety.

11. Insurance

Subrecipient participates in a self-insurance program acceptable to CSH. Upon request by CSH, Subrecipient shall furnish evidence of such coverage to CSH. Nothing contained herein shall constitute a waiver of the County's protections under Section 768.28, Florida Statutes. If Subrecipient does not procure or maintain workers' compensation insurance for itself and its employees, a charge of 0.8% will be deducted from each disbursement.

12. Subcontracting

- A. The performance of any portion of the Program Activities under this Agreement by any subcontractor of Subrecipient shall be subject to the prior written approval of CSH. CSH approves Zebra Coalition as a subcontractor of Subrecipient; provided, that Subrecipient shall send CSH procurement materials and a copy of the subcontract upon request.
- B. Subrecipient shall cause any approved subcontractor of Subrecipient that shall perform any portion of the Program Activities to be compliant with Section 5, the Conditions of the Funding Award, and Sections 6, 8, 9 and 11.

13. Errors and Omissions

Subrecipient warrants that Program Activities and related reports will be accurate and reliable. If at any time CSH notifies Subrecipient in writing of any errors or omissions in the Program Activities or reports, then Subrecipient shall correct such Program Activities or reports within thirty (30) days after receiving notice to correct. Such correction will be made by Subrecipient at no cost to CSH.

14. Independent Contractor

Subrecipient is and shall remain an independent contractor. Nothing in this Agreement shall constitute Subrecipient as a joint venture, partner, employee, agent, or legal representative of CSH for any purpose whatsoever.

15. Limitation of Authority

This Agreement does not authorize Subrecipient, its agents, employees or subcontractors, to execute any agreements, or bind CSH in any manner, or make any charges or incur or assume any obligations, liabilities, or responsibilities of CSH to perform any other act in the name of, or on behalf of CSH other than in accordance with the terms and conditions specified herein.

16. Indemnification and Hold Harmless

- A. Subrecipient shall defend, indemnify and hold CSH harmless against any and all claims, damages, losses, fees, judgments, costs and expenses of any kind, including but not limited to attorney's fees, that CSH may suffer or incur arising out of Subrecipient's (i) negligence or willful misconduct or (ii) breach of its obligations, in connection with the performance of Subrecipient under this Agreement. Subrecipient's above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Section, or in any part of this Contract, shall constitute a waiver of the Subrecipient's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.
- B. CSH shall defend, indemnify and hold Subrecipient harmless against any and all claims, damages, losses, fees, judgments, costs and expenses of any kind, including but not limited to attorney's fees, that Subrecipient may suffer or incur arising out of CSH's (i) negligence or willful misconduct or (ii) breach of its obligations, in connection with the performance of CSH under this Agreement.

17. Assignment

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any such assignment without consent shall be null and void.

18. Notice

Notices under this Agreement shall be given by hand or by courier delivery and shall be deemed delivered upon receipt to the following addresses, or at such other address as specified in a notice duly given to the other Party:

If to CSH, to:

Corporation for Supportive Housing
61 Broadway Suite 2300
New York, NY 10006
Attention: Irene E. Peragallo
Email: irene.pijuan@csh.org

If to Subrecipient, to:

Orange County Health Services Department
Attn: Manager
2002A East Michigan Street
Orlando, Florida 32806
Email: ombgrantsinfo@ocfl.net

and

Orange County Administration, Public Safety
Attn: Deputy County Administrator
Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

19. Governing Law; Venue

The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law. This Agreement, and all rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its principles of conflict of laws. The sole and exclusive jurisdiction for resolution of any disputes relating to, arising from or otherwise connected to this Agreement shall be in the state and federal courts located in the City of Orlando, and each Party hereby submits to the jurisdiction of such courts.

20. Authorization of Terms and Conditions of this Agreement

The signatory for Subrecipient to this Agreement understands and agrees to all of the terms and conditions stated in this Agreement.

21. Survival

Any provision of this Agreement, which by its nature should apply following expiration or termination of this Agreement, including Sections 3, 6, 9, 16 and 19, will remain in full force after any termination or expiration of this Agreement.

22. Time of the Essence

Time shall be of the essence with respect to all Program Activities to be performed and all deliverable items required under this Agreement or any other agreements related hereto.

23. Severability

If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

24. Counterparts

This Agreement may be executed and delivered (including via email portable document format (*.pdf) or similar electronic means) in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

25. Special COVID-19 Requirements

Subrecipient acknowledges and agrees that travel and in-person meetings may be included in the Program Activities. Subrecipient shall comply with all federal, state, local, and work venue requirements and guidance with respect to COVID, including without limitation, mask wearing, vaccination, quarantine, testing, tracing, and physical distancing. Subrecipient shall indemnify and hold CSH harmless for Subrecipient's failure to comply with any such requirements or guidance and any costs, claims or liability related to Subrecipient's COVID-19 exposure, quarantine, infection or transmission.

[Signatures on Following Page

CONTRACT #: 23044-C

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

SUBRECIPIENT:

ORANGE COUNTY, FLORIDA
BY: BOARD OF COUNTY COMMISSIONERS



BY: *Jerry L. Demings*
for JERRY L. DEMINGS
ORANGE COUNTY MAYOR

ATTEST: PHIL DIAMOND, CPA, COUNTY COMPTROLLER AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS

BY: *Jennifer Ann-Klinetz*
DEPUTY CLERK

CSH:

CORPORATION FOR SUPPORTIVE HOUSING

By: *Deborah De Santis*
Name: Deborah De Santis
Title: President/CEO

Attachment A
Budget/Scope of Work

CSH PAR #:	23044-C
Subrecipient:	Orange County Government
Address:	2002A E. Michigan Street Orlando, FL 32806
Start Date:	8/1/2023
End Date:	7/31/2024
Value:	\$250,000.00

Scope of Work

As part of the SURE Housing initiative, the site will 1) adapt and implement approved intervention strategy (Rapid Rehousing for Youth); and 2) fully participate in a multisite evaluation to assess implementation and outcomes of the intervention strategy. The implementation site will implement and adapt approved housing intervention strategy of "Rapid Rehousing for Youth" for youth and young adults (aged 18-24) with HIV experiencing unstable housing.

Task #	Task Budget (if applicable)	Title
1	0	<p>Implement intervention (Rapid Rehousing for Youth) as required through the HRSA SURE Housing initiative. Implementation of the intervention should promote long-term stability, measured by successful connection to permanent housing supports and/or housing retention.</p> <p>All the interventions replicated and adapted for the SURE Housing initiative must be implemented with low barrier service models including Housing First, Harm Reduction, and Trauma-Informed Care. Further requirements for intervention implementation are provided in the RFP and RFP Appendix.</p>
2	0	<p>Participate in Multi-site Evaluation as required through the HRSA SURE Housing initiative. Evaluation participation will include interviews and surveys with organizational leadership, staff, and clients as well as electronic submission of information on enrolled clients, their exposure to the intervention strategy, and their health and housing outcomes. Implementation site is required to ensure appropriate staffing to support the evaluation activities. Further details on evaluation requirements are provided in the RFP.</p>

Attachment B
Source of Funds

CSH PAR #: 23044-C

Subrecipient Orange County Gover Unique Entity ID: ZAMZMK9ZHCM9
 Address: 2002A E. Michigan Street
 Orlando, FL 32806

Start Date: 8/1/2023
 End Date: 7/31/2024
 Value: \$250,000.00

FUNDING ALLOCATION						
Amount:	250,000.00	Source:	U.S. Department of Health and Human Services, Health Resources and Services Administration	Federal:	Yes	Federal Funds Obligated
Project ID:	P00001033	Name:	Supporting Replication (SURE) of Housing Interventions in the Ryan White HIV/AIDS Program	CFDA#:	93.928	To CSH: 3,500,000.00
Task ID:	P00001033 SITES IMPLEMENTATION		FAIN:	U9045842	To Subrecipient:	250,000.00
		Subrecipient/Contractor:	Subrecipient	Award Date:	6/17/2022	