



Interoffice Memorandum

AGENDA ITEM

October 15, 2020

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

THRU: Yolanda G. Martinez, EdPhD., PhD., Director 
Health Services Department

FROM: John Goodrich, Deputy Director 
Health Services Department

SUBJECT: Federal Subrecipient Agreement between Orange County, FL and Central Florida Family Health Center, Inc. – Amendment #1
Consent Agenda – October 27, 2020

In August, the board approved a CARES Act subrecipient agreement with Central Florida Family Health Center d/b/a True Health in order to provide funding for COVID-19 testing. The testing is provided to Orange County residents at their Hoffner, Alafaya, Southside, and Lake Underhill clinic locations. This agreement ends on October 31, 2020, and we are requesting permission to extend the length of the agreement until December 30, 2020. This extension will allow True Health to continue to offer COVID-19 testing at these locations with no out of pocket costs to our residents. The extension will also provide some funding to enhance their vaccine cold storage capabilities at their clinic locations.

We are requesting approval and execution of amendment number one of the subrecipient agreement with Central Florida Family Health Center in the amount of \$228,941 for COVID-19 testing and approval for the Mayor or designee to sign and execute any related modifications or amendments that have been approved by the County Attorney's Office, Risk Management, and County Administration.

ACTION REQUESTED: Approval and execution of Y20-2306 Amendment #1 Central Florida Family Health Center, Inc. County Contract No. Y20-2306 in the amount of \$228,941, for a revised total amount of \$917,927 for COVID-19 Testing and Vaccine Storage Reimbursement and authorization for the Mayor or designee to execute any related modifications or amendments. **(Health Services Department)**

Attachments

BCC Mtg. Date: October 27, 2020

Y20-2306 Amendment #1
Central Florida Family Health Center, Inc.
County Contract No. Y20-2306

This First Amendment (“**Amendment #1**”) is by and between **ORANGE COUNTY, FLORIDA** (the “**County**”) and **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.** (the “**Subrecipient**”) which each may be individually referred to in this Amendment #1 as the “**party**” or collectively as the “**parties.**”

WHEREAS, on **OCT 27 2020**, the parties entered into a Federal Subrecipient Agreement (the “**Federal Subrecipient Agreement**”) funded by the Coronavirus Relief Fund allocation that the County received from the U.S. Department of the Treasury (the “**Federal Awarding Agency**”) pursuant to the CARES Act (H.R. 748, Title V, Section 5001); and

WHEREAS, due to the Federal Awarding Agency’s initial guidance that all funds in the County’s Coronavirus Relief Fund allocation had to be expended by December 30, 2020, the County only agreed to provide funding to the Subrecipient by reimbursement until October 31, 2020; and

WHEREAS, as the Federal Awarding Agency since provided revised guidance that now permits the County to pay for services and procurements made on December 30, 2020 within 90 days of such services and procurements being provided or delivered, the County and the Subrecipient wish to amend the Federal Subrecipient Agreement between them to extend the Subaward Period of Performance, the term of such agreement, and such agreement’s amount; and

WHEREAS, the County finds that so doing will best serve the interests of the general public by providing the Subrecipient with funding to continue providing needed COVID-19 services to the community for an additional two months; and

WHEREAS, the County additionally finds that the amendments contained in this Amendment #1 are related to a necessary expenditure incurred due to the public health emergency with respect to COVID-19 and are fully compliant with Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Article I. Recitals. The above recitals serve a material part of this Amendment #1 and are hereby incorporated into this Amendment #1 by reference.

Article II. Defined Terms. All defined terms shall have the same definitions as those found in the underlying Federal Subrecipient Agreement between the parties unless they have been otherwise defined in this Amendment #1.

Article III. Amendments.

1. All references to the Subaward Amount shall now read \$917,927 instead of \$688,986.

2. **Article 6 (“Term of Agreement, Subaward Period of Performance, and Extensions”), Paragraphs A and B** are hereby amended as followed:
- A. **Term of Agreement.** *The term of this Agreement begins on the date that it is fully executed by both parties (the “Effective Date”) and shall conclude on: ~~10/31/2020~~ 12/30/2020.*
- B. **Subaward Period of Performance.**
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 § 200.331(a)(1)(v) (or, for HHS awards: 45 CFR § 75.352(a)(1)(v)).*
 2. *The Subaward Period of Performance of this Agreement is: ~~05/01/2020 to 10/31/2020~~ 12/30/2020. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award’s Period of Performance shall prevail.*
3. **Article 11 (“Budget and Invoicing”), Paragraph C**, is hereby removed in its entirety, as followed:
- ~~C. **Coronavirus Relief Fund.** Pursuant to the guidance provided by the Department of the Treasury, if this Agreement is funded by the Coronavirus Relief Fund created pursuant to Section 5001(a) of the CARES Act, payment must be issued by the County prior to December 30, 2020. Is this Agreement funded by the Coronavirus Relief Fund? Yes or No: Yes~~
- ~~*If “Yes,” then: Final invoices for services under this Agreement must be received by the County no later than November 15, 2020. The County shall not be responsible for paying any invoices received after such date. This provision supersedes any other provision regarding final invoicing in this Agreement.*~~
- ~~*If “No,” then: Final invoices shall be due as otherwise contemplated in this Agreement.*~~
4. **“Exhibit B” and “Exhibit C”** as attached to the Federal Subrecipient Agreement are hereby replaced in their entirety with **“Exhibit B (Amendment #1)”** and **“Exhibit C (Amendment #1)”** which are both attached to this Amendment #1.

Article VI. Full Force and Effect. To the extent not expressly amended by this Amendment #1, the terms and conditions of the Federal Subrecipient Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

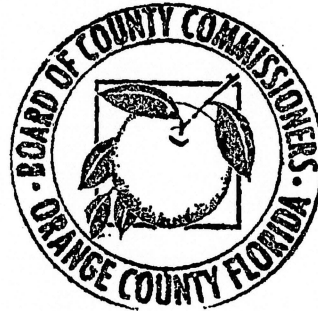
IN WITNESS HEREOF, the parties, attesting that they are duly authorized to enter into this Amendment #1 of the Federal Subrecipient Amendment, have executed this Amendment #1 on the dates indicated below.

ORANGE COUNTY, FLORIDA
By: The Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor
Date: OCT 27 2020

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

By: *Phil Diamond*
Date: OCT 27 2020



Central Florida Family Health Center, Inc.

By: *Janelle Dunn*
Janelle Dunn
Chief Executive Officer
Date: 10/29/2020

**Exhibit B (Amendment #1)
Budget**

COVID-19 Testing: Lake Underhill				
Position	FTE	Salary	Hours Per Week	Total
Nurse Practitioner	1.0	\$90,000	36	\$1,557.69
Fam Pract	1.0	\$32,457	36	\$561.76
Laboratory	Cost Per Test		Number of Tests	Total
Lab Corp	\$51.51		80	\$4,120.80
Lake Underhill Subtotal Weekly				\$6,240.25
Lake Underhill Subtotal Daily				\$1,560.06

COVID-19 Testing: Alafaya Location				
Position	FTE	Salary	Hours Per Week	Total
Nurse Practitioner	1.0	\$90,000	36	\$1,557.69
Fam Pract	1.0	\$32,457	36	\$561.76
Laboratory	Cost Per Test		Number of Tests	Total
Lab Corp	\$51.51		80	\$4,120.80
Alafaya Subtotal Weekly				\$6,240.25
Alafaya Subtotal Daily				\$1,560.06

COVID-19 Testing: Lake Ellenor Location				
Position	FTE	Salary	Hours Per Week	Total
Nurse Practitioner	1.0	\$90,000	36	\$1,557.69
Fam Pract	1.0	\$32,457	36	\$561.76
Laboratory	Cost Per Test		Number of Tests	Total
Lab Corp	\$51.51		80	\$4,120.80
Lake Ellenor Subtotal Weekly				\$6,240.25
Lake Ellenor Subtotal Daily				\$1,560.06

COVID-19 Testing: Hoffner Location				
Position	FTE	Salary	Hours Per Week	Total
Nurse Practitioner	1.0	\$90,000	36	\$1,557.69
Fam Pract	1.0	\$32,457	36	\$561.76
Laboratory	Cost Per Test		Number of Tests	Total
Lab Corp	\$51.51		80	\$4,120.80
Hoffner Subtotal Weekly				\$6,240.25
Hoffner Subtotal Daily				\$1,560.06
Subtotal Total 8 Month COVID-19 Cost				\$848,674.00

Subtotal PPE Reimbursement	\$40,000.00
Vaccine Storage Reimbursement	\$29,253.00
Total Subaward Value	\$917,927.00

**Exhibit B (Amendment #1)
Budget (Continued)**

Budget Notes:

1. PPE Reimbursement.

- a. The Subrecipient will purchase personal protective equipment (“PPE”) that will enable the continued provision of primary care and COVID19 testing.
- b. The County will reimburse these expenditures on a cost-reimbursement basis up to \$40,000.
- c. The agency shall provide copies of paid invoices showing the cost of items purchased and proof of payment.
- d. Eligible PPE include: gloves, gowns, masks, respirators, UV lighting, shoe covers, face shields, and hand sanitizer.

2. Vaccine Storage Reimbursement

- a. The Subrecipient will purchase vaccine refrigeration equipment that will enable the storage of a COVID-19 vaccine.
- b. The County will reimburse these expenditures on a cost-reimbursement basis up to \$29,253.
- c. The agency shall provide copies of paid invoices showing the cost of items purchased and proof of payment.
- d. Eligible equipment include: refrigerators, freezers, and ultra-low freezers.

**Exhibit C (Amendment #1)
Required Information for Federal Subawards Table**

ALL "CFR" REFERENCES IN THE TABLE BELOW ARE TO EITHER 2 CFR § 200.331(a)(1) OR, WHEN HHS IS THE FEDERAL AWARDING AGENCY, 45 CFR § 75.352(a)(1):

CFR	Requirement	Subaward-Specific Information
(i)	Subrecipient Name	Central Florida Family Health Center, Inc.
(ii)	Subrecipient DUNS® Number:	093597276
(iii)	Federal Award Identification Number:	H.R. 748, Title V, Section 5001
(iv)	Federal Award Date:	04/22/2020
(v)	Subaward Period of Performance Start and End Date:	Start: 05/01/2020 End: 12/30/2020
(vi)	Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient:	An amount not to exceed: \$228,941
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through entity including the current obligation:	\$917,927
(viii)	Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity:	\$917,927
(ix)	Federal Award project description:	For use compliant with Section 601(d)
(x)	Federal Awarding Agency	U.S. Department of the Treasury
	Pass-Through Entity:	Orange County, Florida
	Contact Information for Awarding Official of the Pass-Through Entity:	John Goodrich john.goodrich@ocfl.net
(xi)	CFDA Number:	21.019
	CFDA Name:	Coronavirus Relief Fund
	Total amount made available to Pass-Through Entity under Federal Award:	\$243,146,628.50
(xii)	Is Federal Award for Research & Development?	No
(xiii)	Is there an Indirect Cost Rate for the Federal Award?	No