

**AGREEMENT BETWEEN SEMINOLE COUNTY AND  
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC. D/B/A TRUE HEALTH  
FOR CDBG-CV1 FUNDING**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 2021, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”, and **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC. d/b/a TRUE HEALTH**, a Florida Not for Profit corporation, whose address is 4930 E. Lake Mary Boulevard, Sanford, Florida 32771, in this Agreement referred to as “**SUBRECIPIENT.**”

**W I T N E S S E T H:**

**WHEREAS**, Congress passed the CARES Act and President Trump signed the CARES Act into law on March 27, 2020; and



**WHEREAS**, the CARES Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$150 billion dollars for payments to States, Tribal Governments and Units of Local Government based on their populations, with no State receiving less than \$1.25 billion dollars; and

**WHEREAS**, Florida’s maximum allocation of the Fund is in the amount of \$8,328,221,072.10; 55% of which is allocated for the State and 45% of which is allocated for Units of Local Government; and

**WHEREAS**, if some or all of the 45% of the Funds are not distributed by the State to Units of Local Government, the State may transfer the remaining Funds to local governments with populations of 500,000 or less; and

**WHEREAS**, a Unit of Local Government may elect to receive assistance directly from the Treasury in order to receive prompt distribution of Funds; and

**WHEREAS**, in the event of such election by a Unit of Local Government, the total allocation made to Florida would be reduced, keeping the total allocation by the Treasury constant; and

**WHEREAS**, in accordance with the CARES Act, the Treasury disbursed a total of \$2,472,413,692.30 to counties in Florida with a population in excess of 500,000; and

**WHEREAS**, on June 10, 2020, Florida Governor Ron DeSantis announced a plan to disburse up to \$1.275 billion dollars to counties with populations of less than 500,000; and

**WHEREAS**, COUNTY's total allocation is in the amount of \$82,330,000.00, with COUNTY's initial 25% allocation in the amount of \$20,582,500.00; and

**WHEREAS**, Treasury guidance allows COUNTY to provide non-profits financial assistance for eligible expenditures related to COVID-19, in accordance with the CARES Act; and

**WHEREAS**, Congress appropriated \$5 billion of CARES Act monies to the Community Development Block Grant (CDBG) Program to states, metropolitan cities, urban counties, and insular areas to assist with COVID-19 response infrastructure; and

**WHEREAS**, under CDBG-CV1, eligible activities include provision of aide to public service entities, public health, and emergency response infrastructure; and

**WHEREAS**, SUBRECIPIENT is a non-profit essential and/or a supportive resource in Seminole County, providing assistance to local citizens; and

**WHEREAS**, SUBRECIPIENT requests, and COUNTY agrees, to provide funding to SUBRECIPIENT for eligible CDBG-CV1 expenditures under the CARES Act and Treasury guidance, as further specified herein,

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and SUBRECIPIENT, the Parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of the agreement upon which the Parties have relied.

**Section 2. Definitions.**

(a) “Acceptable to COUNTY” means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) “CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act; P.L. 116-136.

(c) “Cause” includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida, as amended.

(d) “CDBG” means the Community Development Block Grant Program

(e) “Division” means the Florida Division of Emergency Management.

(f) “Fund” means the Coronavirus Relief Fund; 42 U.S.C. 601.

(g) “Improper Payment” means or includes, any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(h) “Party” means COUNTY or SUBRECIPIENT; “Parties” mean COUNTY and SUBRECIPIENT.

(i) “State” means the State of Florida.

(j) “Treasury” means the United States Department of Treasury.

(k) “Tribal Government” means the recognized governing body of an Indian Tribe.

(l) “Unit of Local Government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 500,000.

**Section 3. Term.** This Agreement is effective on October 1, 2021 and ends on June 10, 2023 (“Term”), unless terminated earlier in accordance with this Agreement.

**Section 4. CDBG CARES Act Funding.**

(a) In accordance with Section 215.971(1)(d), Florida Statutes, as may be amended, SUBRECIPIENT may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the Term.

(b) This is a modified reimbursement Agreement. Specifically, the Federal Government, through the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) made disbursement to COUNTY. In turn, COUNTY will review requests and if approved, reimburse SUBRECIPIENT for eligible expenditures in accordance with the CDBG CARES Act and Treasury guidance, up to a maximum sum of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00), as requested by SUBRECIPIENT in Exhibit A, Scope of Work, attached to and incorporated in this Agreement. Eligible expenditures for goods and services must be received and paid for by SUBRECIPIENT during the Term. Goods and services received or paid for outside of the Term and unauthorized goods and services incurred will not be reimbursed by COUNTY.

(c) COUNTY’s performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, the State, and the Division, and is subject to any modification in COUNTY’s sole discretion.

(d) If SUBRECIPIENT receives additional grant funding from the State or Federal Government for goods and services specified in Exhibit A, Scope of Work, then SUBRECIPIENT must notify COUNTY pursuant to Section 13, Notice, prior to the receipt of such funding.

(e) SUBRECIPIENT may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

(f) SUBRECIPIENT acknowledges that the CDBG CARES Act requires that the payments from the Fund only be used to cover expenses that:

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”);

(2) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or local government; and

(3) were incurred during the period that begins on April 1, 2020, and ends on June 10, 2023.



(g) Examples of eligible expenses include, but are not limited to:

(1) Monoclonal antibody infusions.

(2) Medical equipment, supplies, and materials to carry out the monoclonal antibody infusions.

(3) Public health expenses.

(4) Payroll expenses for public safety, public health, health care, human services and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

(5) Expenses of actions to facilitate compliance with COVID-19 related public health measures.

(6) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

(7) Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

(h) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, as may be amended, which includes submission of the claim on the approved State travel voucher.

**Section 5. Invoicing.** In order to obtain reimbursement for expenditures, SUBRECIPIENT must file its request for reimbursement monthly, with documentation to justify and support the payment request to:

Compliance Manager  
Seminole County Community Services Department  
534 W. Lake Mary Boulevard  
Sanford, FL 32773



Payment requests must include monthly reports in the form of Exhibits B, B1 and B2, attached to this Agreement and incorporated by reference, and signed by an official or his/her designee who is authorized to legally bind SUBRECIPIENT regarding this Agreement.

**Section 6. Recapture of Expenses.**

(a) Any balances of unobligated Funds that have been advanced or paid that are not expended as authorized under this Agreement during the Term must be refunded to COUNTY within fourteen (14) days of receipt of written notice provided by COUNTY.

(b) Reimbursements will be made only for expenditures that COUNTY provisionally determines are eligible under the CARES Act. However, COUNTY's provisional determination that an expenditure is eligible does not relieve SUBRECIPIENT of its duty to repay COUNTY in

full for any expenditures that are later determined by COUNTY, the Division, or the Federal Government, in each of its sole discretion, to be ineligible expenditures.

(c) If requested by COUNTY, all refunds, return of Improper Payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 13, Notice and this Agreement.

(d) If a check or other draft is returned, SUBRECIPIENT shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

**Section 7. COUNTY Responsibilities.** COUNTY shall reconcile and verify all Funds received by SUBRECIPIENT against all Funds expended during the Term and produce a final reconciliation report. The final report will identify any Funds paid as ineligible expenses or in excess of the expenditures incurred by SUBRECIPIENT. In the event the foregoing occurs, SUBRECIPIENT is subject to Section 6, Recapture of Expenses.

**Section 8. Indemnification.**



(a) SUBRECIPIENT will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to SUBRECIPIENT or whomsoever resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of SUBRECIPIENT in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes (2021), as may be amended.

**Section 9. Default.** If any of the following Events of Default occur, all obligations on the part of COUNTY to make further payment of Funds will, if COUNTY elects, terminate, and COUNTY has the option to exercise any of its remedies set forth in Section 10, Remedies. However, COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. Events of Default, include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement or any previous agreement with COUNTY related to the CARES Act is or becomes false or misleading in any respect, or if SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY or have been submitted with incorrect, incomplete or insufficient information; or

(c) If SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

**Section 10. Remedies.** If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to SUBRECIPIENT and upon SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:



(a) Terminate this Agreement, provided that SUBRECIPIENT is given at least thirty (30) days prior written notice of the termination. The notice must be provided in accordance with Section 13, Notice;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that SUBRECIPIENT refund to COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these Funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

(1) request additional information from SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,



(3) advise SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require SUBRECIPIENT to reimburse COUNTY for the amount of costs incurred for any items determined to be ineligible; or

(f) COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SUBRECIPIENT.

(g) Nothing in this Section 10 should be construed as SUBRECIPIENT's waiver of any rights or remedies it may have under law or in equity.

#### **Section 11. Termination.**

(a) COUNTY may terminate this Agreement for Cause after thirty (30) days written notice.

(b) COUNTY may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of Funds, by providing SUBRECIPIENT with thirty (30) days prior written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, if SUBRECIPIENT incurs new obligations after SUBRECIPIENT has received the notice of termination, COUNTY will not reimburse SUBRECIPIENT under this Agreement. For the avoidance of doubt, after notice of termination, SUBRECIPIENT may continue projects using its own source of funds. Notwithstanding, COUNTY's obligation to reimburse SUBRECIPIENT for eligible costs incurred prior to COUNTY's termination will survive termination under this Section. In the event this Agreement is terminated as a result of uncured default by SUBRECIPIENT, COUNTY may, to the extent authorized by law, withhold payments to SUBRECIPIENT for the purpose of set-off in an amount equal to COUNTY's reasonable best estimate of damages until the exact amount of damages due COUNTY from SUBRECIPIENT is determined.

**Section 12. Employee Status.** Persons employed by SUBRECIPIENT in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents

of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SUBRECIPIENT, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SUBRECIPIENT's officers and employees either by operation of law or by SUBRECIPIENT.

**Section 13. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) calendar days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

**As to COUNTY:**

Seminole County Resource Management, Grants Program  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**As to SUBRECIPIENT:**

Central Florida Family Health Center, Inc. d/b/a True Health  
Janelle Dunn, CEO  
4930 E. Lake Mary Boulevard  
Sanford, FL 32771

**Section 14. Parties Bound.** This Agreement is binding upon and inures to the benefit of SUBRECIPIENT and COUNTY, and their successors and assigns.

## **Section 15. Conflict of Interest.**

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), as may be amended, relating to ethics in government.

(b) Each Party hereby certifies that no officer, agent, or employee of that Party has any material interest (as defined in § 112.312(15), Florida Statutes (2021)), as may be amended from time to time, as over 5% ownership either directly or indirectly, in the business of the other Party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

## **Section 16. Dispute Resolution.**



(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is

the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

**Section 17. Public Records Law.**

(a) SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as may be amended, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as may be amended, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, SUBRECIPIENT will provide COUNTY with all requested public records in SUBRECIPIENT's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2021), as may be amended.



(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, (2021), as that statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SUBRECIPIENT will transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain public records required by COUNTY under this Agreement. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains the public records upon completion of this Agreement, SUBRECIPIENT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY, the Division, the Chief Inspection General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of SUBRECIPIENT which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SUBRECIPIENT" includes employees or agents, including all subcontractors or consultants to be paid from Funds provided under this Agreement.

**(d) IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CHIEF FINANCIAL OFFICER, LORIE BAILEY BROWN AT: (407) 665-7172,**

**LBAILEYBROWN@SEMINOLECOUNTYFL.GOV, OR 1101 E. 1<sup>ST</sup>  
STREET, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

**Section 18. Audits.**

(a) In accounting for the receipt and expenditure of Funds under this Agreement, SUBRECIPIENT must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board ("GASB") and the Financial Accounting Standards Board ("FASB").

(b) COUNTY may perform an audit of the records of SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to SUBRECIPIENT and COUNTY. When conducting an audit of SUBRECIPIENT's performance under this Agreement, COUNTY must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

(c) If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, SUBRECIPIENT will be held liable for reimbursement to COUNTY of all Funds not spent in accordance with these

applicable regulations and this Agreement, within fourteen (14) days after COUNTY has notified SUBRECIPIENT of such non-compliance.

(d) If SUBRECIPIENT expends \$750,000.00 or more in Federal awards during SUBRECIPIENT's fiscal year, SUBRECIPIENT must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at SUBRECIPIENT's expense.

(e) SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to COUNTY in accordance with Section 13, Notice.

(f) Fund payments are considered to be Federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

#### **Section 19. Reports.**

(a) SUBRECIPIENT must provide COUNTY with quarterly reports in accordance with Exhibit C, attached and incorporated to this Agreement. These reports must include the current status and progress of the expenditure of Funds under this Agreement, in addition to any other information requested by COUNTY.

(b) Quarterly reports are due to COUNTY no later than five (5) business days after the end of each quarter and must be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this Agreement is due for the quarter ending December 31, 2021.

(c) If all required reports and copies are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further payments until they are completed or may take other action as stated in this Agreement.

(d) SUBRECIPIENT must provide additional funding program updates or information that may be reasonably required by COUNTY or the Division.



**Section 20. Monitoring.** In addition to reviews of audits conducted in accordance with Section 18, Audits, monitoring procedures may include, but not be limited to, on-site visits by COUNTY and Division staff, limited scope audits, or other procedures. SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by COUNTY. In the event that COUNTY determines that a limited scope audit of SUBRECIPIENT is appropriate, SUBRECIPIENT agrees to comply with any additional instructions provided by COUNTY to SUBRECIPIENT regarding such audit. SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by COUNTY Inspector General, Florida Chief Financial Officer or Auditor General. In addition, COUNTY will monitor the performance and financial management by SUBRECIPIENT throughout the Term to ensure strict compliance with this Agreement and the CARES Act.

**Section 21. Equal Opportunity Employment.** SUBRECIPIENT and COUNTY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. SUBRECIPIENT and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 22. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in State court, in a court

of competent jurisdiction located in Seminole County, Florida, or, if in Federal court, the Florida Middle District, Orlando Division.

**Section 23. Compliance with Laws and Regulations.** SUBRECIPIENT must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of this Agreement, including, but not limited to, 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” and 42 U.S.C. 601(d), as may be amended. Any violation of statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SUBRECIPIENT.

**Section 24. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

**Section 25. Assignment.** This Agreement may not be assigned by either Party without the prior written approval of the other Party.

**Section 26. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 27. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 28. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 29. Exhibits.** SUBRECIPIENT shall comply with the terms of Exhibit D, Additional Terms and Conditions, which is attached to and incorporated in this Agreement. Exhibit D controls over any contrary provision elsewhere in this Agreement. In addition, SUBRECIPIENT must execute Exhibit E, Certification regarding Lobbying, which is attached to and incorporated in this Agreement, concurrently with the execution of this Agreement.

**IN WITNESS WHEREOF,** the Parties have made and executed this Agreement for the purposes stated above.



ATTEST:

CENTRAL FLORIDA FAMILY HEALTH  
CENTER, INC.  
d/b/a TRUE HEALTH

  
L. KARENNA SENORS, M.D., CMO

[CORPORATE SEAL]

By:   
JANELLE DUNN, CEO

Date: 9/27/2021

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
LEE CONSTANTINE, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/lpk

9/8/21

T:\Users\Legal Secretary CSB\Community Services\2021 Agreements\Monoclonal Agreement-CF Family Health.docx

Attachments:

Exhibit A – Scope of Work

Exhibit B – Monthly Invoice

Exhibit B-1 – Monthly Report – Monoclonal Antibody Infusion - Regeneron

Exhibit B -2 – Monthly Report – Administrative Overhead

Exhibit C – Quarterly Report

Exhibit D – Additional Terms and Conditions

Exhibit E – Certification Regarding Lobbying



## EXHIBIT A

### SCOPE OF WORK

#### **Monoclonal Antibody Infusion Treatment**

Monoclonal antibody infusion is a new emergency treatment available to those with mild to moderate COVID-19 symptoms, who are at higher risk of worsening conditions. This treatment utilizes the medication Regeneron. Eligibility criteria:

- Patient must be homeless, uninsured and/or underinsured
- Patient must be COVID-19 positive, within first 10 days with mild to moderate symptoms and meet one of the criteria below:
  - ≥65 years of age
  - Overweight – Adults with BMI >25
  - Pregnant
  - Adults who have any of the following:
    - Chronic kidney disease, Diabetes, Immunosuppressive disease or treatment, Sickle cell disease, Cardiovascular disease congenital health disease, hypertension, Chronic lung diseases, COPD, asthma [moderate-to-severe], interstitial lung disease, cystic fibrosis, pulmonary hypertension, Neurodevelopmental disorders, cerebral palsy, genetic or metabolic syndromes, severe congenital anomalies, medical-related technological dependence (tracheostomy, gastrostomy, or positive pressure ventilation (not related to COVID-19)
    - Other medical conditions or factors (for example, race or ethnicity) may also place individual patients at high risk for progression to severe COVID-19

**NOT TO EXCEED \$630,000**

#### **Administrative/Overhead**

The True Health True Compassion program will provide monoclonal antibody infusion which is a new emergency treatment available to those with mild to moderate COVID-19 symptoms, who are at higher risk of worsening conditions. This treatment utilizes the medication Regeneron. Most patients treated with monoclonal antibody IV infusion report an improvement in symptoms within 24 hours. Research shows that receiving this infusion will also lessen the risk of hospitalizations and decrease the risk of mortality. The County will pay a percentage of the salaries and various supplies associated with this program in the amount up to \$270,000. A monthly invoice and reporting for is provided on Exhibit B, B1 and B2.

**NOT TO EXCEED \$270,000**

**TOTAL NOT TO EXCEED \$900,000.00**

EXHIBIT B

**MONTHLY INVOICE**

Central Florida Family Health Center, Inc.  
d/b/a True Health  
4930 East Lake Mary Boulevard  
Sanford, FL 32771

DATE: \_\_\_\_\_

INVOICE #: \_\_\_\_\_

**Mail to:**

Compliance Manager  
Community Services Department  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

| MONTH | SERVICE                 | AMOUNT |
|-------|-------------------------|--------|
|       | Pharmacy                | \$     |
|       | Administrative Overhead | \$     |
|       |                         |        |
|       | Total for current Month | \$     |

EXHIBIT B 1

**Monoclonal Antibody Infusion – Regeneron**

**MONTHLY REPORT**

Central Florida Family Health Center, Inc.  
d/b/a True Health  
4930 East Lake Mary Boulevard  
Sanford, FL 32771

DATE: \_\_\_\_\_

**Mail to:**

Compliance Manager  
Community Services Department  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

| Client/Doses    | Number of<br>Clients/Doses<br>Receiving Service | Cost of Pharmacy<br>(Regeneron) | Total Spent/Served |
|-----------------|---|---------------------------------|--------------------|
| Homeless        |   | XXXXXXXXXX                      |                    |
| Uninsured       |   | XXXXXXXXXX                      |                    |
| Under-Insured   |   | XXXXXXXXXX                      |                    |
| 65+ yr. old     |   | XXXXXXXXXX                      |                    |
| Regeneron Doses |   | \$                              | \$                 |

**NOT TO EXCEED \$630,000**

## EXHIBIT B 2

**Administrative Overhead****MONTHLY REPORT**

Central Florida Family Health Center, Inc.  
d/b/a True Health  
4930 East Lake Mary Boulevard  
Sanford, FL 32771

DATE: \_\_\_\_\_

**Mail to:**

Compliance Manager  
Community Services Department  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

| <b>Position (Wages &amp; Benefits)</b> | <b>Number of<br/>Hours Worked</b> | <b>Total Amount</b> |
|--|-----------------------------------|---------------------|
| Physician                              |                                   | \$                  |
| Mid-Level                              |                                   | \$                  |
| Nurses                                 |                                   | \$                  |
| Other Medical                          |                                   | \$                  |
| Administration                         |                                   | \$                  |
| OTC                                    |                                   | \$                  |
| <b>Administrative Overhead</b>         | <b>Number of<br/>Hours Worked</b> | <b>Total Amount</b> |
| Supplies (Medical/Administrative)      |                                   | \$                  |
| Utilities                              |                                   | \$                  |
| Travel/Training                        |                                   | \$                  |
| Miscellaneous Expenses                 |                                   | \$                  |
|  | <b>Total Amount</b>               | \$                  |

**NOT TO EXCEED \$270,000**

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EXHIBIT C

**QUARTERLY REPORT**

Quarter: 1<sup>st</sup> (Jan.-Mar.)    2<sup>nd</sup> (Apr.-June)    3<sup>rd</sup> (July-Sept.)    4<sup>th</sup> (Oct.-Dec.)    (please circle)

Date: \_\_\_\_\_

**Monoclonal Antibody Infusion and Administrative Overhead**

| Service/Client             | Number of<br>Clients Receiving<br>Service | Cost of<br>Pharmacy<br>(Regeneron) | Cost of<br>Administrative<br>Overhead | Total<br>Spent/Served |
|----------------------------|---|------------------------------------|---------------------------------------|-----------------------|
| Homeless                   |   | XXXXXXXXXX                         | XXXXXXXXXX                            |                       |
| Uninsured                  |   | XXXXXXXXXX                         | XXXXXXXXXX                            |                       |
| Under Insured              |   | XXXXXXXXXX                         | XXXXXXXXXX                            |                       |
| 65+ yr. old                |   | XXXXXXXXXX                         | XXXXXXXXXX                            |                       |
| Pharmacy<br>(Regeneron)    | XXXXXXXXXX<br>XXXXXXXXXX                  | \$                                 | XXXXXXXXXX<br>XXXXXXXXXX              | \$                    |
| Administrative<br>Overhead | XXXXXXXXXX<br>XXXXXXXXXX                  | XXXXXXXXXX<br>XXXXXXXXXX           | \$                                    | \$                    |

## **EXHIBIT D**

### **ADDITIONAL TERMS AND CONDITIONS**

These contract terms and conditions are made a part of the Agreement between COUNTY and SUBRECIPIENT, to which this Exhibit B is attached and incorporated by reference.

The term “Subrecipient” and “Contractor,” as may be used interchangeably throughout this Exhibit B, means the SUBRECIPIENT named in the Agreement.

### **GENERAL PROVISIONS**

The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

COUNTY’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, the State of Florida and the Division, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.

COUNTY reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

If the Subrecipient is allowed to temporarily invest any advances of Funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. COUNTY shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e)

of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by COUNTY.

The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes

All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

This Agreement may be charged only with allowable costs resulting from obligations Incurred during the period of agreement.

Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to COUNTY

If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

#### LOBBYING PROHIBITION

(a) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(b) No funds or other resources received from COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(c) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(d) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(e) No funds or other resources received from COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(1) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

(f) The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and 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 disclose.

#### LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

#### EQUAL OPPORTUNITY EMPLOYMENT

(a) In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(i) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

#### COPELAND ANTI-KICKBACK ACT

(a) The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause.

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

#### CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

(i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### SUSPENSION AND DEBARMENT

(a) If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:



(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### BYRD ANTI-LOBBYING AMENDMENT

(a) If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

(i) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

#### CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through (v). of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above

(c) The “socioeconomic contracting” requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women’s business enterprises

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).





## EXHIBIT E

### CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of SUBRECIPIENT, certifies, to the best of his or her knowledge that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The undersigned on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

NON-PROFIT: \_\_\_\_\_

BY: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_