

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

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 12th day of October, 2021, between **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC. d/b/a TRUE HEALTH**, whose address is 4930 E. Lake Mary Boulevard, Sanford, Florida 32771, in this Amendment referred to as “SUBRECIPIENT”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

WITNESSETH:

WHEREAS, SUBRECIPIENT and COUNTY entered into the above referenced Agreement on October 12, 2021, to provide funding to SUBRECIPIENT for eligible CDBG-CV1 expenditures under the CARES Act and Treasury guidance; and

WHEREAS, the parties desire to amend the Agreement in order to modify the funding amount, incorporate grant funding procurement standards, revise the Scope of Services, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 24 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read as follows:

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 SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$610,000.00), 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.

2. Section 23 of the Agreement is amended to read as follows:

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. Additionally, SUBRECIPIENT must comply with the applicable standards governing procurement of grant funds as promulgated in 2 C.F.R. §§ 200.317 through 200.327. 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.

3. Exhibit A of the Agreement is deleted and replaced by the new Scope of Work attached to this First Amendment as Exhibit A.

4. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

[The balance of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

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

DEBBIE LENZEN, Board Secretary

By: _____
JANELLE DUNN, CEO

[CORPORATE SEAL]

Date: _____

[Signatures and attestations continue on the following page.]



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
AMY LOCKHART, 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

3/9/23

T:\Users\Legal Secretary CSB\Community Services\2023 Agreements\Monoclonal Agreement-CF Family Health 1am.docx

Attachment:

Exhibit A – Scope of Work



EXHIBIT A

SCOPE OF WORK - Amended

Monoclonal Antibody Infusion Treatment/Other Direct Costs in Response to COVID-19

1. 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:
 - o ≥65 years of age
 - o Overweight – Adults with BMI >25
 - o Pregnant
 - o 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
2. Costs directly associated with the prevention, preparation for, and response to COVID-19 can be but at not limited to:
 - Public Health Expenses including new treatment options that may become available as well as associated costs of administering and/or prescribing
 - Expenses of actions to facilitate compliance with COVID-19 related public health measures
 - Public facility improvements aimed at promoting a healthy environment and sustainability
 - Purchase or use of personal property, fixtures, supplies and equipment to support all or part of a public service

NOT TO EXCEED \$610,000

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 \$880,000

True Health – CDBG-CV Agreement
Amended March 2023