

ORIGINAL DOCUMENTS CHECKLIST & ROUTING SLIP
TO ACCOMPANY ALL ORIGINAL DOCUMENTS SENT TO
THE BOARD OF COUNTY COMMISSIONERS OFFICE FOR SIGNATURE

16D 2

Print on pink paper. Attach to original document. The completed routing slip and original documents are to be forwarded to the County Attorney Office at the time the item is placed on the agenda. All completed routing slips and original documents must be received in the County Attorney Office no later than Monday preceding the Board meeting.

****NEW** ROUTING SLIP**

Complete routing lines #1 through #2 as appropriate for additional signatures, dates, and/or information needed. If the document is already complete with the exception of the Chairman's signature, draw a line through routing lines #1 through #2, complete the checklist, and forward to the County Attorney Office.

Route to Addressee(s) (List in routing order)	Office	Initials	Date
1. Parker Smith	Community and Human Services	PS	08/22/2024
2. County Attorney Office	County Attorney Office	CS	8/27
3. BCC Office	Board of County Commissioners	CS by MS/SJ	8/28/24
4. Minutes and Records	Clerk of Court's Office	MW	8/28/24 9:46am

PRIMARY CONTACT INFORMATION

Normally the primary contact is the person who created/prepared the Executive Summary. Primary contact information is needed in the event one of the addressees above, may need to contact staff for additional or missing information.

Name of Primary Staff Contact / Department	Parker Smith, Grants Coordinator I, Community and Human Services	Phone Number	239-252-6141
Agenda Date Item was Approved by the BCC	August 27, 2024	Agenda Item Number	16.D.2
Type of Document Attached	Recommendation to approve and authorize first amendment to the agreement between Collier County and Collier Health Services...	Number of Original Documents Attached	3 Copies
PO number or account number if document is to be recorded	N/A		

INSTRUCTIONS & CHECKLIST

	Initial the Yes column or mark "N/A" in the Not Applicable column, whichever is appropriate.	Yes (Initial)	N/A (Not Applicable)
1.	Does the document require the chairman's original signature?	PS	
2.	Does the document need to be sent to another agency for additional signatures? If yes, provide the Contact Information (Name; Agency; Address; Phone) on an attached sheet.		PS
3.	Original document has been signed/initialed for legal sufficiency. (All documents to be signed by the Chairman, with the exception of most letters, must be reviewed and signed by the Office of the County Attorney.	PS	
4.	All handwritten strike-through and revisions have been initialed by the County Attorney's Office and all other parties except the BCC Chairman and the Clerk to the Board		PS
5.	The Chairman's signature line date has been entered as the date of BCC approval of the document or the final negotiated contract date whichever is applicable.	PS	
6.	"Sign here" tabs are placed on the appropriate pages indicating where the Chairman's signature and initials are required.	PS	
7.	In most cases (some contracts are an exception), the original document and this routing slip should be provided to the County Attorney Office at the time the item is input into SIRE. Some documents are time sensitive and require forwarding to Tallahassee within a certain time frame or the BCC's actions are nullified. Be aware of your deadlines!		PS
8.	The document was approved by the BCC on 2/28/2023 and all changes made during the meeting have been incorporated in the attached document. The County Attorney's Office has reviewed the changes, if applicable.	CS	N/A is not an option for this line.
9.	Initials of attorney verifying that the attached document is the version approved by the BCC, all changes directed by the BCC have been made, and the document is ready for the Chairman's signature.	CS	N/A is not an option for this line.

*** ONLY USE FOR AGREEMENTS***

Instructions

1) Return signed originals to:

Parker Smith
Grants, Coordinator I
Collier County Government | Community and Human Services
3339 E. Tamiami Trail, Bldg. H, Suite 213
Naples, FL 34112

MEMORANDUM

Date: August 29, 2024

To: Parker Smith, Grants Coordinator
Community & Human Services

From: Martha Vergara, Sr. Deputy Clerk
Minutes & Records Department

Re: 1st Amendment to the Agreement between Collier County
and Collier Health Services

Attached for further signature are **two (2) original** of the referenced documents above, **(Item #16D2)** adopted by the Board of County Commissioners on **Tuesday, August 27, 2024.**

The Board's Minutes & Records Department has kept an original as part of the Board's Official Records.

If you have any questions, please feel free to contact me at 252-7240.

Thank you.

Attachment

FAIN #	N/A
Federal Award Date	February 4, 2021
Federal Award Agency	HUD
CFDA Name	Community Development Block Grants/State's program & Non-Entitlement Grants in Hawaii
CFDA/CSFA#	14.228
Total Amount of Federal Funds Awarded	\$206,240
Subrecipient Name	Collier Health Services, Inc. dba Healthcare Network
UEI#	GPXBQKU6AJA5
FEIN	59-1741277
R&D	NA
Indirect Cost Rate	NA
Period of Performance	August 4, 2022 – August 3, 2026
Fiscal Year End	03/31
Monitor End:	August 3, 2031

FIRST AMENDMENT TO
 AGREEMENT BETWEEN COLLIER COUNTY, FLORIDA
 AND
 Collier Health Services, Inc. dba Healthcare Network

This AMENDMENT is made and entered into as of this 27 day of August 2024, by and between Collier County, a political subdivision of the State of Florida (COUNTY) and Collier Health Services, Inc. dba Healthcare Network (SUBRECIPIENT), a private non-profit organization having its principal office at 1454 Madison Ave. W., Immokalee, FL 34142.

RECITALS

WHEREAS, the COUNTY has entered into an Agreement with the State of Florida Department of Commerce (DOC) for a grant for the execution and implementation of a Community Development Block Grant Mitigation (CDBG-MIT) Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and



WHEREAS, on July 14, 2020, the Board of County Commissioners (“Board”) approved Agenda Item 16D.6 – the “After-the-Fact” submittal of five (5) applications to the DOC; and

WHEREAS, on February 4, 2021, the DOC awarded CDBG-MIT funds to four (4) of the five (5) submitted applications; and

WHEREAS, on June 28, 2021, the Board accepted the four (4) awards under Agenda Item 16.D.7 including the Marion E. Fether Medical Center Hardening; and

WHEREAS, all CDBG-MIT activities carried out by SUBRECIPIENT will: (1) meet the definition of mitigation activities; for the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DOC’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under Title I of the Housing and Community Development Act of 1974 (HCDA) or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a National Objective, including additional criteria for mitigation activities and a Covered Project; and

WHEREAS, CDBG-MIT Funds made available for use by the SUBRECIPIENT under this Agreement constitute a subaward of the DOC Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the DOC’s Federal award; and

WHEREAS, the COUNTY and SUBRECIPIENT wish to set forth the responsibilities and obligations of each in undertaking the CDBG-MIT project – (MIT22-01) Marion E. Fether Medical Center Hardening; and

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act of 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018”; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021); (hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant-Mitigation (CDBG-

MIT) funds to DOC for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C) section 5301) and applicable implementing regulations at 24. CFR part 570 and consistent with the Appropriations Act; and

WHEREAS, on December 13, 2022, Agenda Item 16.D.7, the Board approved the CDBG-MIT sub-award agreement with Collier Health Services, Inc. dba Healthcare Network; and

WHEREAS, the COUNTY and SUBRECIPIENT wish to amend the Agreement to update COUNTY contact information, add Section 1.7 Citizen Complaints, and update the General Provisions section.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, it is agreed by the Parties to amend the Agreement as follows:

Words ~~Struck Through~~ are deleted; Words Underlined are added.

PART I SCOPE OF WORK

1.6 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY	ATTENTION: Maria Kantaras Parker Smith , Grant Coordinator Collier County Government Community and Human Services Division 3339 Tamiami Trail East, Suite 213 Naples, Florida 34112 Email: maria.kantarasparker.smith@colliercountyfl.gov Telephone: (239) 252-6141
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SUBRECIPIENT	ATTENTION: Tami Raznoff, VP of Fiscal Affairs and CFO Collier Health Services, Inc. dba Healthcare Network 1454 Madison Ave. W. Immokalee, Florida 34142
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Email: traznoff@healthcareswfl.org
 Telephone: (239) 658-3001

1.7 CITIZEN COMPLAINTS

The goal of the Florida Department of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually in writing within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is a reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal to the process for filing a complaint or beginning an appeal.

The SUBRECIPIENT will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals:

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-MIT@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 3239

HUD Complaints:

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may be addressed directly to the regional department of Housing and Urban Development (HUD) at:

Department of Housing and Urban Development
Charles E. Bennet Federal Building
00 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints:

The Florida Office for Long-Term Resiliency operates in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

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PART IV
GENERAL PROVISIONS

- 4.51 Florida Statutes section 448.095 Employment Eligibility. Per Florida Statutes section 448.095(3), all Florida private employers are required to verify employment eligibility for all new hires beginning January 1, 2021. Eligibility determination is not required for continuing employees hired prior to January 1, 2021.

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the SUBRECIPIENT shall participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non-confirmation" or a "Final Non-confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

- 4.68 OSHA. Where SUBRECIPIENT employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety.

4.69 Right to Know. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The SUBRECIPIENT will comply with all applicable "Right to Know" Acts.

4.70 Whistleblower Protections:

- a. In accordance with 41 U.S.C. § 4712, the SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.68 4.71 ENTIRE AGREEMENT This Agreement constitutes the entire agreement between COUNTY and SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and SUBRECIPIENT with respect to this Agreement.

* * *

(Signature Page to Follow)

IN WITNESS WHEREOF, the SUBRECIPIENT and COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:

AS TO COUNTY:

CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

[Signature]
Deputy Clerk

By: *[Signature]*
CHRIS HALL., CHAIRPERSON

Dated: *[Signature]*
(SEAL) Attest as to Chairman's signature only

Date: 8-27-2024

WITNESSES:

AS TO SUBRECIPIENT:

[Signature]
Witness #1 Signature

COLLIER HEALTH SERVICES, INC. D/B/A HEALTHCARE NETWORK

Graciela Compear
Witness #1 Printed Name

By: *[Signature]*
TAMI RAZNOFF, VICE PRESIDENT OF FISCAL AFFAIRS AND CHIEF FINANCIAL OFFICER

[Signature]
Witness #2 Signature

Martine Woolley
Witness #2 Printed Name

Date: 8/28/2024

[Please provide evidence of signing authority]

Approved as to form and legality:

[Signature]
Carly Jeanne Sanseverino
Assistant County Attorney