

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PASCAGOULA, MISSISSIPPI
AND SINGING RIVER HEALTH SYSTEM FOUNDATION**

CFDA Title: Community Development Block Grant / Entitlement Grant, Program Year 2020
CFDA #: 14.218

THIS AGREEMENT entered this ___ day of February 2021, by and between the CITY OF PASCAGOULA (herein called the "GRANTEE") and the SINGING RIVER HEALTH SYSTEM FOUNDATION (herein called the "SUBRECIPIENT").

WHEREAS, the grantee has applied for and received Community Development Block Grant (CDBG) Entitlement Program Funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the grantee wishes to engage the subrecipient to assist the grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that:

I. PURPOSE

- A. This contract sets forth the responsibilities of the grantee and subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), hereinafter referred to as CDBG.
- B. The grantee is sub-granting funds to the subrecipient to be used to meet the CDBG Program's National Objective to principally benefit persons of low-to-moderate income, which is defined as 80 % or less of the area's median income, by addressing the CDBG Program goals of providing residents with decent housing, a suitable living environment and expanding economic opportunities.

II. STATEMENT OF WORK

- A. Scope of Work: The subrecipient will be responsible for administering CDBG Year 2020 funds for the purpose of providing low-moderate income residents of Pascagoula with medical equipment and home oxygen.
- B. Period of Performance: Services of the subrecipient may not start before the 1st day of October 2020, and shall end on the 30th day of September 2021.
- C. Budget and Use of Funds: Grantee has budgeted a total of \$4,800 in PY2020 CDBG Entitlement Program funds to achieve the National Objective identified in the Statement of Work for this agreement through the specified public service activity. The use of CDBG funds under this agreement is limited to providing home oxygen and medical equipment to low income Pascagoula residents.
- D. National Objectives: All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: to principally benefit persons of low-and-moderate income; to prevent or eliminate slums or blight; or to meet needs having a particular urgency. By signing this agreement, the Subrecipient certifies that the public service activity carried out under this agreement will meet the National Objective of principally benefiting low-to moderate-income

persons by limiting use of funds to Pascagoula residents, at least 51 percent of whom are low- or moderate-income. The public service activity is an eligible use of CDBG funds per 24 CFR Section 570.208(a)(2).

III. RECORDS AND REPORTS

- A. Audit - Subrecipient shall allow the grantee, HUD, and any of their authorized representatives access to financial records pertaining to CDBG funds and this agreement for the purpose of audit or examination;
- B. Quarterly Reports – Subrecipient shall submit quarterly progress reports to the grantee throughout the period of performance for this agreement, as required for HUD reporting purposes. The reports shall provide, among other things, beneficiary information including documentation verifying the income eligibility of each individual served and detailed budget information describing expenditures during the reporting period of each report;
- C. Program Income - If program income is generated by activities carried out with CDBG funds made available under this agreement, Subrecipient shall submit a monthly report on all program income as defined in 24 CFR 6'70.500(s). Please see V. Program Income below for full requirements;
- D. Staffing – Subrecipient shall provide management and personnel to adequately perform the services prescribed by this agreement;
- E. Taxes - Subrecipient shall be solely responsible for any and all taxes (federal, state and local), worker’s compensation insurance, disability payments, social security payments, unemployment insurance payments, insurance, and any similar type of payments for the subrecipient or any employee thereof and shall hold the grantee harmless from any and all such payments;
- F. Records - Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- G. Program Compliance - Subrecipient shall provide a full description of each activity undertaken and demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program; demonstrate compliance with the fair housing and equal opportunity requirements and policies of the CDBG Entitlement Program; and comply with applicable federal financial records regulations.

IV. PAYMENT PROCEDURES:

- A. Subrecipient shall:
 - a. submit payment requests that include required supporting documentation;
 - b. provide the grantee a specific unit of measure for all services;
 - c. provide the grantee invoices for services tendered based on actual costs; and

- d. submit an indirect cost allocation plan for grantee approval if indirect costs are charged to determine the appropriate grantee share of administrative costs.

B. Grantee shall:

- a. in consideration for services rendered by the subrecipient, pay a total sum not to exceed the CDBG program year funded amount of \$4,800;
- b. monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis; and
- c. reimburse the subrecipient upon receipt of a payment request that includes accurate required supporting documentation from the subrecipient.

V. PROGRAM INCOME

- A. If program income is a result of the subrecipient's services, the subrecipient is required to maintain compliance with 24 CFR 570.504(c).
- B. The subrecipient shall report on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the grantee.

- VI. UNIFORM ADMINISTRATIVE REQUIREMENTS: The subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract including OMB Circular A-133 (Audits of State and Local Governments and Non-Profit Organizations), OMB Circular A422 (Cost Principles for Non-Profit Organizations), and 24 CFT Part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).

- VII. OTHER PROGRAM REQUIREMENTS: The subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, that the Subrecipient does not assume the grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

- A. Audits: In accordance with 24 CFR 570.502 and local requirements, the subrecipient shall submit an audit complying with the Single Audit Act of 1984 to the grantee annually.
- B. Client Data: The subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to grantee monitors or their designees for review upon request.
- C. Prohibition of Political or Religious Activity: There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of

the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as -specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations - lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

- D. Discrimination Prohibited: The subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, or sex.
- E. Merger or Integration: This agreement constitutes the entire agreement between the subrecipient and the grantee with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- F. Modification, Assignment, or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the subrecipient and the grantee. Any alterations, additions or deletions to the terms' of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- G. Amendment: grantee or subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or releases grantee or subrecipient from its obligations under this Agreement. The grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or statement of work to be undertaken as part of this agreement, such modification will be incorporated only by a written amendment signed by both grantee and subrecipient.
- H. Monitoring: The subrecipient will be monitored on performance before the closeout of its activities. Reports on the review will be provided to the subrecipient and any conclusions made must be cleared before closing out.
- I. Close Out: The subrecipient's obligation to the grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and account receivable to the grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.
- J. Hold Harmless: To the fullest extent permitted by law, the subrecipient agrees to indemnify, pay in behalf of, and hold harmless the grantee, its elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the grantee, against any and all claims, demands, suits, losses, including all costs connected there with for any damages which may be asserted, claimed or recovered against or from the grantee, by reason of personal injury, including bodily injury and death, and property damage, including loss of use thereof,

which arises out of, or is in any way connected or associated with the activity authorized by this contract.

- K. Confidentiality: The use or disclosure of information by the grantee concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process.
- L. Copeland "Anti-Kickback" Act: The subrecipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- M. Conflict of Interest: The subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to, the following:
 - a. The subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, the subrecipient, or any designated public agency.
 - d. In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the grantee or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance.

VIII. SUSPENSION AND TERMINATION

- A. In accordance with 24 CFR 85.43, the grantee may suspend or terminate this agreement if the subrecipient materially fails to comply with any term of this agreement, which includes, but not limited to the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the subrecipient to fulfill in a timely and proper manner its obligations under this agreement;

- c. Ineffective or improper use of funds provided under this agreement; or
- d. Submission by the subrecipient to the grantee reports that are incorrect or incomplete in any material respect.
- e. Also, in accordance with 24 CFR 85.44, this agreement may be terminated for the grantee or the subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the grantee may terminate the award in its entirety.

IX. REVERSION OF ASSETS

- A. Upon this agreement's expiration, the subrecipient shall transfer to the grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Any real property under the subrecipients control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:
 - a. used to meet one of the national objectives in 24 CFR 570.208 (formerly 24 CFR 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the grantee; or
 - b. if not used in accordance with (a), in which event the subrecipient shall pay to the grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the grantee. No payment is required after the period of time specified in (a).

X. NOTICES: Communication and details concerning this contract shall be directed to the following contract representatives:

- A. Grantee: City of Pascagoula
 - a. Point of Contact: Aleta Raley, Grants Administrator
 - b. Address: P.O. Drawer 908, Pascagoula, MS 39567
- B. Subrecipient: Singing River Health System Foundation
 - a. Point of Contact: Laura Sessum, Executive Director
 - b. Address: 3109 Bienville Blvd, Ocean Springs, MS 39564

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Grantee:
City of Pascagoula

Subrecipient:
Singing River Health System Foundation

Signature: _____

Name: Michael Silverman

Laura Sessum

Title: City Manager

Executive Director

Subrecipient Federal Identification No.: 64-0864350