

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH KINGDOM CAUSES, INC.,
DBA CITY NET FOR
HOMELESS OUTREACH SERVICES

This Second Amendment to the Professional Services Agreement for Homeless Outreach Services (this "Second Amendment") is made and entered into on this 16th day of JUNE, 2020, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Kingdom Causes Inc., DBA City Net, hereinafter referred to as the ("Contractor").

R E C I T A L S:

- A. City and Contractor entered into that certain Professional Services Agreement for homeless outreach services (the "Agreement") on December 5, 2019; and
- B. City and Contractor entered into that certain First Amendment to the Professional Services Agreement for homeless outreach services ("First Amendment") on February 18, 2020 in order to extend the term and increase the Total Compensation under the Agreement; and
- C. The City, as a recipient under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Section 5301 *et seq.*) (the "Act"), receives an entitlement Community Development Block Grant annually ("CDBG funds") from the United States Department of Housing and Urban Development ("HUD"); and
- D. On March 27, 2020, the President of the United States signed H.R. 748, known as the Coronavirus Aid, Relief, and Economic Security ("CARES") Act. The CARES Act provides an additional \$5 billion of Community Development Block Grant – Coronavirus ("CDBG-CV") funds to rapidly prepare, prevent, and respond to the coronavirus pandemic; and
- E. On April 2, 2020, the Department of Housing and Urban Development (HUD) notified the City that it had allocated \$209,487 in CDBG-CV funds to the City. According to HUD, the City "may use the funds for a range of eligible activities that prepare, prevent and respond to the spread of infectious disease such as the coronavirus; and
- F. The City approved Contractor as a subrecipient in order to make grants of CDBG funds to Contractor, pursuant to the terms of this Agreement and

all applicable provisions of the Act, to carry out the Services under the Agreement; and

- G. On June 2, 2020, the City Council approved the Substantial Amendment to Fiscal Year 2019/20 Annual Action Plan, allocated CDBG-CV funds to Coronavirus response activities, and authorized funding to Contractor as Subrecipient in the amount of \$75,000; and
- H. According to federal regulations (24 CFR 570.503), before disbursing any CDBG funds to a subrecipient, a written agreement shall be signed by the recipient and subrecipient; and
- I. Contractor's (Subrecipient's) participation in the programs funded by the Act complies with all applicable federal laws, regulations and executive orders; and
- J. City and Contractor now desire to amend the Agreement to extend the term, increase the Total Compensation under the Agreement and clarify the requirements necessary for the disbursement of CDBG-CV funds in the manner provided herein below.

C O V E N A N T S:

1. Term: Section 1.1 of the Agreement is hereby amended to extend the term of the Agreement to February 28, 2021 or until services are deemed no longer necessary, unless earlier terminated pursuant to the terms hereof.

2. Scope of Services: Exhibit "A" of the Agreement is amended to add the services referenced in Attachment "A-1", attached hereto and incorporated herein by reference.

3. Total Compensation: Section 3.1 of the Agreement is hereby amended to reference the Total Compensation for the Scope of Services set forth in Exhibit "A" and shall not exceed One Hundred Thirty-Seven Thousand Four Hundred Ninety-Four Dollars (\$137,494).

4. Community Development Block Grant- Coronavirus (CDBG-CV) Funds: Attachment "A-2", attached hereto and incorporated herein by reference, is hereby added to the Agreement as Exhibit "C", Requirements for Disbursement of Community Development Block Grant- Coronavirus (CDBG-CV) Funds. By executing this Second Amendment, Contractor agrees to comply with the requirements set forth in Exhibit "C."

5. Remaining Provisions: Except as provided in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: [Signature]

Its: Interim City Manager

Dated: 8/12, 2020

ATTEST:

[Signature] Deputy
CITY CLERK of the City of
San Clemente, California

Approved as to form:

BEST BEST & KRIEGER LLP

[Signature]
City Attorney

KINGDOM CAUSES, INC., DBA CITY NET
("CONTRACTOR")

By: [Signature]

Its: Exec. VP

Dated: 8/14, 2020

[Signature]
Finance Authorization

ATTACHMENT "A-1"

EXHIBIT "A"

SCOPE OF SERVICES

The following services are hereby added to Exhibit "A" of the Agreement as follows:

City Net will provide bridge housing for unsheltered homeless neighbors living on the streets of San Clemente. This affords homeless neighbors the opportunity to comply with the state's Stay at Home social distancing requirements during the COVID-19 Coronavirus pandemic.

City Net will also connect the individuals in bridge housing with case management and supportive services, working to connect as many as possible to long-term services including shelter and housing.

Reporting Requirements

City Net will provide monthly reports that include the following information:

1. Number of hours on site per week.
2. Number of contacts per week and locations of outreach.
3. Areas of city that were covered each week.
4. Number of different individuals contacted per week.
5. Number of individuals in case management per month.
6. Street exits and destinations per week.
7. Number of new arrivals, with place of origin, per week.

ATTACHMENT "A-2"

EXHIBIT "C"

REQUIREMENTS FOR DISBURSEMENT OF COMMUNITY DEVELOPMENT
BLOCK GRANT- CORONAVIRUS (CDBG-CV) FUNDS

**REQUIREMENTS FOR DISBURSEMENT OF COMMUNITY DEVELOPMENT
BLOCK GRANT- CORONA VIRUS (CDBG-CV) FUNDS**

SUBRECIPIENT: KINGDOM CAUSES INC., DBA CITY NET

(Federal Grant No. B-20-MW-06-0599)

CFDA 14-218

Federal Tax Number: 57-1162424 DUNS: 361759140

**FOR PROGRAM YEAR 2020-21
COMMUNITY DEVELOPMENT BLOCK GRANT- CORONA VIRUS (CDBG-CV)
FUNDS**

General Administration

The administrative offices of the Subrecipient are located at 910 Calle Negocio, San Clemente CA 92673. General administration services to be performed by the Subrecipient in support of the services and in the Subrecipient Application include, but are not limited to, the preparation of reports and documents required by HUD in connection with CDBG funds.

Eligible administrative costs include salaries, wages and related costs of the Subrecipient's staff for program coordination and implementation.

Budget

The Subrecipient may request to draw down on the Grant Funds as outlined in **Attachment 1**, unless receipts and appropriate documentation can be provided to, and approved by, the City indicating the need to draw down on funds earlier.

National Objectives

The Subrecipient certifies that the activities carried out with Grant Funds provided by the City to the Subrecipient under this Agreement will meet one or more of the National Objectives set forth at 24 CFR Part 570.208 and incorporated herein by reference to: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, or 3) meet community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. The Subrecipient will also meet any applicable additional requirements set forth at 24 CFR Part 570.208(d).

1. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient against goals and performance standards required herein or by HUD in connection with CDBG funds. Substandard performance, as determined by the City in its sole discretion, will constitute non-compliance with this Agreement. If action to

2020-2021 CDBG Subrecipient Requirements

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time, but no later than 90 days, after being notified by the City, the City may suspend any pending disbursements of Grant Funds or may, in its sole discretion, terminate this Agreement in the manner provided herein.

2. PERIOD OF PERFORMANCE / TERM OF AGREEMENT

The Subrecipient shall commence the Services over the term of the Agreement ("Period of Performance"); provided that the Subrecipient's obligation to comply with the provisions of the Act shall remain in effect as long as the Subrecipient shall retain any Program Income (as defined in Paragraph 4, below) or as long as any other obligation of the Subrecipient under the Act remains unfulfilled, at the discretion of HUD or the City.

Every effort shall be made by the Subrecipient to expend the allocated funds in their entirety before the conclusion of the Period of Performance. If the Subrecipient does not expend all funds by the end of the Period of Performance, the City will have no further obligation to disburse Grant Funds to the Subrecipient under this Agreement and may reallocate CDBG funds not yet drawn to another eligible project and/or recipient.

3. DISBURSEMENT OF FUNDS

The City shall reimburse the Subrecipient with CDBG funds for administrative and program costs related to the provision of the Services for eligible residents/citizens of the City during the Period of Performance. The City has no obligation to reimburse the Subrecipient for Services provided outside the Period of Performance. In addition, **the aggregate amount of the reimbursements paid to the Subrecipient shall not exceed the allocated Grant Funds.**

The Subrecipient shall submit a "**Reimbursement Request**" to the City to request reimbursement for costs related to the provision of the Services. Each Reimbursement Request shall include documentation to verify that the expenditure of funds is consistent with the Subrecipient Application, as approved by the City. Prior to approving a Reimbursement Request, the City will verify that the Subrecipient has met all applicable CDBG regulations. The City shall not provide any payments or reimbursements in advance of actual expenditures by the Subrecipient nor for any expenditures unrelated to the Services. Funding is contingent upon the City receiving its allocation of CDBG funds from HUD.

Payroll records, receipts and paid invoices including an itemized statement of all costs are samples of appropriate methods of reimbursement documentation.

The Subrecipient may request reimbursements on a monthly basis after this Agreement is approved by the City Council and until the Expiration Date, or any amended Expiration Date, of this Agreement.

4. PROGRAM INCOME

The Subrecipient shall report to the City any interest or other income earned by the Subrecipient as a direct result of the use of CDBG funds in connection with any activities described in 24 CFR Part 570.500(a)(1) incorporated herein by reference and attached hereto as **Attachment 2** ("Program Income"). All Program Income may be retained by the Subrecipient to be used in connection with the Services. Program Income retained by the Subrecipient must be expended before additional funds are requested from the City. When the Subrecipient retains Program Income, transfers of CDBG funds from the City to the Subrecipient shall be adjusted according to 24 CFR 570.504(b)(2)(i) and (ii) incorporated herein by reference and included as **Attachment 2**. Any Program Income not used in connection with the Services, whether on hand when this Agreement expires or received by the Subrecipient after the Expiration Date, shall be remitted by the Subrecipient to the City in accordance with the provisions of 24 CFR 570.503(b)(3). The requirements for disposition of Program Income are set forth at 24 CFR Part 570.504(c) which is incorporated herein by reference and included in **Attachment 2**.

5. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

CITY:

City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
Attn.: Cecilia Gallardo-Daly, Community Development Director

SUBRECIPIENT:

Kingdom Causes Inc., DBA City Net
4508 Atlantic Avenue, Suite 292
Long Beach, California 90807
Attn.: Matt Bates, Vice President

6. LABOR, MATERIALS AND SUPPLIES

The Subrecipient shall furnish all labor, materials and supplies and bear all expenses necessary to provide the Services as outlined in the Agreement. Under the Agreement, the City's only financial obligation to the Subrecipient is to disburse Grant Funds as allocated by the City to the Subrecipient under the Agreement.

7. RECORDS AND REPORTS

The Subrecipient shall, at minimum, maintain the following records and reports to assist the City in complying with its record keeping requirements.

- a) Documentation of the income level, ethnicity, age of persons and/or households participating in or benefiting from the Subrecipient's program;
- b) Documentation of the number of persons and/or households participating in or benefiting from the Subrecipient's program;
- c) Documentation of all CDBG-CV funds received from the City;
- d) Documentation of expenses as identified in the monthly report and reimbursement requests;
- e) Documentation of how and when a determination was made as to the eligibility status of persons assisted, including evidence that the persons assisted are domiciled within the approved area of service, if any;
- f) Documentation of compliance with any applicable Equal Employment Opportunity guidelines and evidence of any actions undertaken by the Subrecipient to ensure equal employment opportunities to all persons; and
- g) Any such other related records as the City shall require or as are necessary pursuant to 24 CFR 570.506.

The Subrecipient shall submit "**Monthly Reports**" during the term of the Agreement, within thirty (15) calendar days of the end of each month. The first monthly Report is due on or before August 15, 2020 and the final monthly Report is due no later than March 15, 2021. Each monthly Report must include sufficient information to assist the City in monitoring the Subrecipient's performance under the terms of this Agreement. The Subrecipient must submit its monthly Report and demonstrate satisfactory performance, at the sole discretion of the City, prior to reimbursement for expenditures under a Reimbursement Request.

The Subrecipient shall maintain separate accounting records for the CDBG funds provided by the City. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers and records maintained by the Subrecipient in connection with the Services for the purpose of audit, examination, excerpts and transcriptions.

Unless otherwise notified by the City, the Subrecipient shall retain all financial records, supporting documents and statistical reports related to the project identified under this Agreement until June 30, 2026. All records subject to an audit finding must be retained for five (5) years from the date the finding is made or until the finding has been cleared by appropriate officials and the Subrecipient has been given official written notice.

8. SINGLE AUDIT REQUIREMENT

If the Subrecipient shall receive more than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in total federal funds in one fiscal year from the City and/or any other city or agency, the Subrecipient is required to submit a Single Audit Report. As required by the Federal Single Audit Act, the Subrecipient shall be required to submit to the City, a comprehensive financial audit prepared by an independent, neutral third party auditor. The audit shall cover financial operations of the Subrecipient for the Period of Performance, and shall be submitted to the City not later than one year after Expiration Date.

9. PROGRAM REQUIREMENTS

The Subrecipient shall adhere to the terms of the City's application for CDBG funds, the Subrecipient Application and this Agreement and shall comply with assurances and agreements made by the City to HUD in connection with CDBG funds.

The Subrecipient shall comply with applicable Uniform Administrative Requirements as described in 24 CFR Part 570.502, incorporated herein by reference and attached to this Agreement as **Attachment 3**.

The Subrecipient shall carry out all activities in compliance with all Federal laws and regulations as set forth in Subpart K of the Code of Federal Regulations, commencing with 24 CFR Part 570.600, which is incorporated herein by reference as a condition of this Agreement and is included as **Attachment 4**, such as labor standards (Davis Bacon Act) and fair housing requirements of the CDBG Program Regulations, except that:

- a) The Subrecipient will not assume the City's environmental responsibilities as described in Section 570.604; and
- b) The Subrecipient will not assume the City's responsibility for initiating the review process required under the provisions of 24 CFR Part 52.

The Subrecipient shall comply with all Federal regulations related to the use of CDBG funds by religious organizations, if applicable to this Agreement and the approved project outlined herein.

10. SECTION 3 COVERED ASSISTANCE

Where the Subrecipient receives CDBG funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, the requirements of Section 3 of the Housing and Urban Development Act of

1968, as amended, 12 U.S.C. Section 1701u ("Section 3") shall apply as follows:

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11. RELIGIOUS ORGANIZATION

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests. Religious entities may use CDBG funds for secular activities only in accordance with the Federal regulations specified in 24 CFR 570.200(j) as follows:

Constitutional prohibition. The following restrictions and limitations therefore apply to the use of CDBG funds.

- (1) CDBG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interest. This limitation includes the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph (j) of 24 CFR 5.109 with respect to rehabilitation and under paragraph (j) thereof with respect to repairs undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG funds at no more than fair market value for the non-religious use.
 - (i) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - (ii) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - (iii) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including

the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(iv) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(v) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost of accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 2 CFR 200).

(vi) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

12. CHANGES IN USE OF FUNDS

Changes in the use of CDBG funds must be approved by the City Council. If the Subrecipient desires a change in the use of the CDBG funds following approval of this Agreement, a written request must be submitted to the City for review by the Council. No change in use of the CDBG funds will be permitted

by the City without prior formal approval by the City, subject to the provisions of the City's adopted Citizen Participation Plan.

13. NONDISCRIMINATION CLAUSE

The Subrecipient shall comply with all State and Federal laws regarding nondiscrimination in the provision of services and the equal opportunity employment of personnel.

14. SUSPENSION AND TERMINATION OF AGREEMENT

In accordance with 2 CFR 200.338 and 200.339, the Agreement may be suspended or terminated if the Subrecipient materially fails to comply with any term(s) of the award and/or the award is terminated for convenience. Title 2, Sections 200.338 and 200.339 of the Code of Federal Regulations are incorporated herein by reference as provisions of this Agreement and are included as **Attachment 5**.

15. REVERSION OF ASSETS

Prior to the approval by the City of the final Reimbursement Request, the Subrecipient shall transfer to the City any CDBG funds on hand as of the last day of the Period of Performance and any accounts receivable attributable to the use of CDBG funds. The Subrecipient shall be required to use any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) as follows:

- a) Used to meet one of the National Objectives in 24 CFR 570.208 until five (5) years after expiration of the Agreement; or,
- b) Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the property. Reimbursement is not required after the period of time specified in paragraph (a) of this section.

16. DRUG-FREE WORKPLACE.

16.1 Subrecipient hereby certifies to City that Subrecipient will provide a drug-free workplace by:

- c) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- d) establishing a drug-free awareness program to inform employees about:

- (i) the dangers of drug abuse in the workplace;
 - (ii) Subrecipient's policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations;
- e) making it a requirement that each employee to be engaged in the performance of Services under this Agreement be given a copy of the statement required by subparagraph (a);
 - f) notifying the employee in the statement required by subparagraph (a), that as a condition of employment, the employee will:
 - (i) abide by the terms of this statement; and
 - (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - g) notifying City within ten (10) days after receiving notice of a conviction under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - h) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
 - i) (G) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).

16.2 Subrecipient acknowledges and agrees that the Agreement shall be subject to suspension of payment or termination, or both, and Subrecipient shall be subject to suspension or debarment if the City Manager or her official designee determines, in writing, that:

- a) Subrecipient has made false certification under Section 16.1;
- b) Subrecipient violates such certification by failing to carry out the requirements of subparagraphs (a), (b), (c), (d), (e), (f) or (g) of Section 16.1, or

- c) such a number of Subrecipient's employees have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that Subrecipient has failed to make a good faith effort to provide a drug-free workplace as required by Section 16.1.

17. CLIENT DATA AND OTHER SENSITIVE INFORMATION

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under the Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the Subrecipient designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected personally identifiable information means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include personally identifiable information that is required by law to be disclosed. (2 CFR § 200.82.)