

**Request for Applications (RFA)**  
**for**  
**2023 Continuum of Care Funding**  
**CoC and Domestic Violence**  
**Bonus Projects**

**RFA Released**  
**Wednesday, August 2, 2023**

**Applications Due**  
**Friday, August 25th, 2023 at 5:00 pm**

**Applications must be submitted by email to**  
**Tim Gillmore at [tgillmore@leegov.com](mailto:tgillmore@leegov.com).**

Lee County Human and Veteran Services  
2440 Thompson St., Fort Myers, FL 33901

**It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time.**  
**Applications received after 5:00 p.m. will be returned to the applicant and will not be considered.**

This document can be made available in alternative accessible formats upon request.

**Lee County Human and Veteran Services (HVS)  
Continuum of Care Lead Agency  
2023 Request for Applications (RFA) for Continuum of Care Funding**

Lee County Human and Veteran Services (HVS) is issuing a Request for Applications (RFA) for the 2023 Continuum of Care Funding CoC and Domestic Violence Bonus Projects opportunity through the following U.S. Department of Housing and Urban Development (HUD).

**Funding Available**

HUD Continuum of Care Program <b>CoC Bonus</b>	<b>\$264,123</b>
HUD Continuum of Care Program <b>Domestic Violence Bonus</b>	<b>\$377,319</b>

**This RFA contains information and required forms for potential applicants to apply and compete for grant funds. Potential applicants are advised to read the materials carefully.**

**The material in this RFA does not represent all of the particular priorities, program components, or funding sources currently/potentially available through local, state, or federal funders and may change upon the release of RFAs/NOFAs for the various funding sources.**

**HVS reserves the right to request additional information from conditionally selected applicants.**

**Full NOFO from HUD (“HUD NOFO”) can be found here:**  
[https://www.hud.gov/sites/dfiles/SPM/documents/FR-6700-N-25\\_NOFO.pdf](https://www.hud.gov/sites/dfiles/SPM/documents/FR-6700-N-25_NOFO.pdf)

## Questions Regarding this RFA

Questions from potential applicants must be submitted via email to Tim Gillmore at [tgillmore@leegov.com](mailto:tgillmore@leegov.com), should use the subject line “RFA Questions” and be received no later than 5:00 pm on **Wednesday, August 9, 2023**. HVS will compile all questions and answers and provide responses to applicants no later than **5:00 pm, Friday, August 11, 2023**.

Successful applications must meet the guidelines provided in this Request for Applications (RFA).  
To submit an application for consideration, complete the submission requirements listed here within.

### The organization of this RFA is as follows:

SECTION I: .....	General Information
SECTION II: .....	Scope of Grant Activities
SECTION III: .....	Funding Guidelines
SECTION IV: .....	Application Evaluation and Selection
SECTION V: .....	Application Forms
SECTION VI: .....	Appendices

## SECTION I: General Information

Lee County Human and Veteran Services (HVS) is designated as lead agency and HUD Collaborative Applicant for the Lee County Continuum of Care. HVS is responsible for ensuring that resources, available to the community to assist those experiencing homelessness, are strategically utilized to maximize impact and effectiveness. Therefore, HVS reserves the right to match funding opportunities available to the applications received to ensure alignment of resources with community needs and appropriate target populations. All applications received will be evaluated for their appropriateness for each funding opportunity that may be available. HVS reserves the right to award more than one (1) funding source to a selected application if necessary to maximize a project's effectiveness and overall impact.

### HUD's Strategic Planning Goals and Homeless Policy Priorities

The U.S. Department of Housing and Urban Development (HUD) Strategic Plan sets the direction and focus of our programs and staff to create strong, sustainable, inclusive communities and quality, affordable homes for all. This RFA supports HUD's Strategic Plan for Fiscal Years (FY) 2022-2026 to accomplish HUD's mission and vision. Each of the five goals in the Strategic Plan includes what HUD hopes to accomplish, the strategies to accomplish those objectives, and the indicators of success.

HUD will pursue two overarching priorities focused on increasing equity and improving customer experience across all HUD programs. Five strategic goals and several objectives undergird the Plan; however, the following goals are applicable to the HUD NOFO:

#### Applicable Goals and Objectives from HUD's Strategic Plan

##### Strategic Goal 1: Support Underserved Communities

Fortify support for underserved communities and support equitable community development for all people.

##### Strategic Goal 2: Ensure Access to and Increase the Production of Affordable Housing

Ensure housing demand is matched by adequate production of new homes and equitable access to housing opportunities for all people.

##### Strategic Goal 3: Promote Homeownership

Promote homeownership opportunities, equitable access to credit for purchase and improvements, and wealth-building in underserved communities.

##### Strategic Goal 4: Advance Sustainable Communities

Advance sustainable communities by strengthening climate resilience and energy efficiency, promoting environmental justice, and recognizing housing's role as essential to health.

### HUD Homeless Policy Priorities

1. *Ending homelessness for all persons.* In 2022, the United States Interagency Council on Homelessness (USICH) presented All In: The Federal Strategic Plan to Prevent and End Homelessness to the President and Congress. The plan is built around six pillars: three foundations—equity, data and evidence, and collaboration—and three solutions—housing and supports, crisis response, and prevention. The work funded through this NOFO will support the actions and strategies proposed within the pillars. To end homelessness, CoCs should identify, engage, and effectively serve all persons experiencing homelessness. CoCs should measure their performance based on local data that consider the challenges faced by all subpopulations experiencing homelessness in the geographic area (e.g., veterans, youth, families, those experiencing chronic homelessness, and people with disabilities, including those living with HIV/AIDS).
2. *Use a Housing First approach.* Housing First prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions. CoC Program funded projects should help individuals and families move quickly into permanent housing, and CoCs should measure and help projects reduce the length of time people experience homelessness. Additionally, CoCs should engage landlords and

property owners to identify housing units available for rapid rehousing and permanent supportive housing participants, remove barriers to entry, and adopt client-centered service methods.

3. *Reducing Unsheltered Homelessness.* In recent years, the number of people experiencing unsheltered homelessness has risen significantly, including a rising number of encampments in many communities across the country. People living unsheltered have extremely high rates of physical and mental illness and substance use disorders. CoCs should explore all available resources, including CoC and ESG funded assistance, housing subsidies, and supportive services to provide permanent housing options for people who are unsheltered.
4. *Improving System Performance.* CoCs should be using system performance measures (e.g., average length of homeless episodes, rates of return to homelessness, rates of exit to permanent housing destinations) to determine how effectively they are serving people experiencing homelessness.
5. *Partnering with Housing, Health, and Service Agencies.* Using cost performance and outcome data, CoCs should improve how all available resources are utilized to end homelessness.
  - a. Work closely with public and private healthcare organizations and assist program participants to receive primary care, receive housing related services, and obtain medical insurance to address healthcare needs. This includes developing close partnerships with public health agencies to analyze data and design approaches that reduce homelessness, improve the health of people experiencing homelessness, and prevent and address disease outbreaks, including HIV/AIDS.
  - b. Partner closely with PHAs and state and local housing organizations to utilize coordinated entry, develop housing units, and provide housing subsidies to people experiencing homelessness. These partnerships can also help CoC Program participants exit permanent supportive housing through Housing Choice Vouchers and other available housing options.
  - c. Partner with local workforce development centers to improve employment opportunities.
6. *Racial Equity.* In nearly every community, Black, Indigenous, and other people of color are substantially overrepresented in the homeless population. HUD is emphasizing system and program changes to address racial equity within CoCs. Responses to preventing and ending homelessness should address racial inequities to ensure successful outcomes for all persons experiencing homelessness using proven approaches, such as: developing a coordinated community response created in partnership with a racially diverse set of stakeholders and people experiencing homelessness and partnering with organizations with experience serving underserved populations.
7. *Improving Assistance to LGBTQ+ Individuals.* Discrimination on the basis of gender identity or sexual orientation manifests differently for different individuals and often overlaps with other forms of prohibited discrimination.
8. *Persons with Lived Experience.* The people who know best what solutions will effectively end homelessness are those who are experiencing homelessness. HUD expects CoCs to include people with lived homeless expertise and experience in their local planning and decision-making process.
9. *Increasing Affordable Housing Supply.* The lack of affordable housing is the main driver of homelessness. CoCs play a critical role in educating local leaders and stakeholders about the importance of increasing the supply of affordable housing and the specific consequences of the continued lack of affordable housing.

## Project Design and Need

Projects that incorporate all or part of the effective practice examples described below and that address an existing gap within the community will be scored higher in the scoring and selection process.

**Permanent Supportive Housing (PSH)** is affordable rental housing linked to supportive services designed to enable persons with disabilities, including chronically homeless, to become and remain stably housed. National studies show that PSH is a cost-effective solution to chronic homelessness and can successfully house and stabilize vulnerable persons living on the street. These citizens frequently confront serious, persistent issues such as substance use, mental illness, HIV/AIDS, and other serious challenges to be able to maintain stable housing, and thus require a more substantial level of care in a supportive housing environment to return to housing stabilization. PSH is an evidence-based practice that has proven the most successful intervention for chronically and long-term homeless persons. Effective PSH projects:

- Ensure ongoing housing (financial) assistance and case management/supportive services (directly or

through linkages) for homeless individuals or families in permanent supportive housing project.

- Are low barrier and housing first focused
- Focus on housing plans and not service plans
- Utilize the community-wide Coordinated Entry Process which prioritizes persons for services according to their vulnerability to dying on the streets and their chronic homelessness status

[Program components and eligible costs for PSH projects can be viewed at 24 CFR 578.49-53](#)

**Rapid Rehousing (RRH)** provides short-term rental assistance and services. The goals are to help people obtain housing quickly, increase self-sufficiency, and stay housed. It is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the needs of the person. Effective RRH projects:

- Provide housing identification services to quickly connect clients to housing
- Provide financial assistance with rent, security deposits, move in costs, and utilities
- Provide case management and connections to services and community supports

[Program components and eligible costs for TH/RRH projects can be viewed at 24 CFR 578.37](#)

**Joint Transitional Housing (TH) and Rapid Rehousing (RRH).** A joint TH/RRH project is a model that pairs the provision of emergency shelter or transitional housing with rapid rehousing funding to create ‘rapid exit’ options for the persons/households residing in the emergency shelter or transitional housing, thereby reducing the time a person/household remains homeless. Effective Joint TH-RRH projects:

- Ensure ongoing housing (financial) assistance and case management/supportive services (directly or through linkages) for homeless individuals or families in permanent supportive housing project.
- Are low barrier and housing first focused
- Focus on housing plans and not service plans
- Utilize the community-wide Coordinated Entry Process which prioritizes persons for services according to their vulnerability to dying on the streets and their chronic homelessness status

[Program components and eligible costs for TH/RRH projects can be viewed at 24 CFR 578.49-53](#)

## **Project Completion Timeframes**

For most project types, the Proposed Project should be able to be operational within 1 to 3 months following the award of funding.

**Critical Dates and Timeline**

Wednesday, August 2, 2023		HVS Issued Request for Applications for 2023 Continuum of Care (CoC) Funding CoC and Domestic Violence Bonus Projects
Monday, August 7, 2023	1:00 PM	Optional Pre-Application Meeting Microsoft Teams meeting <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 321-414-2159,,306961634#</a> United States, Orlando Phone Conference ID: 306 961 634#
Wednesday, August 9, 2023	5:00 PM	Deadline for questions regarding RFA
Friday, August 11, 2023	5:00 PM	Responses to RFA Questions
<b>Friday, August 25, 2023</b>	<b>5:00 PM</b>	<b>SUBMISSION DEADLINE – Project Applications</b>
Thursday, August 31, 2023	1:00 PM	<b>Performance, Evaluation and Ranking Committee</b> Members will meet to score each project application using the published Scoring Criteria for New Projects. Microsoft Teams meeting <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 321-414-2159,,207157045#</a> United States, Orlando Phone Conference ID: 207 157 045#
Friday, September 1, 2023	5:00 PM	Notice of Conditional Selection or Non-Selection to all project applicants.

**Applicant Eligibility**

All public (local government) and private non-profit agencies that currently provide services, as well as those that want to expand to provide services, for persons experiencing homelessness and/or those at-risk of becoming homeless are eligible to apply. **Applicant must include proof of 501(c)3 status with submission.**

Applicant must also meet all the following requirements

*(documentation does not need to be included with submission, but may be requested at a later time):*

- Provided direct client services for 12 months prior to application due date.
- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response.
- Current CPA’s Peer Review letter.
- Most recent Form 990.
- Monthly Financial Statements (within last 60 days).

Any applicant on the excluded parties list ([www.sam.gov/SAM/](http://www.sam.gov/SAM/)) will be considered **ineligible** for funding.

## **SECTION II: Scope of Grant Activities**

HVS encourages applicants to submit applications for projects, even if the project does not ‘fit’ perfectly into the descriptions here within. By submitting an application, the applicant is informing HVS of projects it intends or desires to develop to help meet an unmet need in the community and collaboratively work to make homeless experiences in Lee County rare, brief and one-time.

Projects acceptable under this request include:

- **CoC Bonus Projects (PSH, RRH, TH-RRH)**
- **DV Bonus Projects (RRH, TH-RRH)**

Funding requests that ‘supplant’ or to replace a project’s current funding source(s) will not be accepted.

If a project includes multiple, linked activity types (components), only one application, that details the different activity types, needs to be completed. The single project application should explain in detail all activity types and the project outcomes for the different activity types. Applicants seeking renewal of existing project(s) may apply for expansion under these funding sources. Expansion applications must take the form of a new project application consistent with I.B.2.b.(10) of the HUD NOFO.

### **Leveraging Housing Partnerships**

Applicants will be awarded additional points by demonstrating that their project utilizes housing units not funded through CoC or ESG programs. These housing units will:

- In the case of a PSH project, provide at least 25 percent of the units included in the project; or
- In the case of a RRH project, serve at least 25 percent of the program participants anticipated to be served by the project

Applicants must attach letters of commitment, contracts, or other formal written documents that demonstrate the number of subsidies or units being provided to support the project. Applicants can receive less than full points for demonstrating commitments less than the threshold described above.

### **Leveraging Healthcare Partnerships**

Applicants will be awarded additional points by demonstrating that their project utilizes healthcare resources to help individuals and families experiencing homelessness. Sources of health care resources include:

- Direct contributions from a public or private health insurance provider to the project (e.g., Medicaid), and
- Provision of health care services by a private or public organization (e.g., Ryan White funded organization) tailored to the program participants of the project
- Eligibility for the project must comply with HUD program and fair housing requirements. Eligibility criteria cannot be restricted by the eligibility requirements of the health care service provider.

Applicants must demonstrate through a written commitment from a healthcare organization that:

- In the case of a substance use disorder treatment or recovery provider, it will provide access to treatment or recovery services for all program participants who qualify for and choose those services; or
- The value of assistance being provided is at least an amount that is equivalent to 25 percent of the funding being requested for the project, which will be covered by the healthcare organization.

Acceptable forms of commitment are formal written agreements and must include:

- Value of the commitment, and
- Dates the healthcare resources will be provided.

**In-kind resources must be valued at the local rates consistent with the amount paid for services not supported by grant funds.**

**Applicants can receive less than full points for demonstrating commitments less than the threshold described above.**

### **2023 HUD CoC Competition NOFO – CoC Bonus Projects**

Projects created through the CoC Bonus must meet the eligibility and quality threshold requirements established by HUD in Sections III.C.5.b and c of the NOFO. Agencies are encouraged to submit applications that will provide Permanent Housing, as stated in Section I.B.3.d of the HUD NOFO, that coordinates with housing providers and healthcare organizations to provide permanent supportive housing and rapid rehousing services. New CoC Bonus projects are subject to the limitation on new projects in Section III.B.4.b.3 of the HUD NOFO. The following project components are eligible for New CoC Bonus Projects:

#### **Eligible Activities**

CoC Bonus funding for new projects can be used for the following project types:

- **Permanent Supportive Housing (PSH)** – to include project-based and/or scattered site rental assistance/leasing projects with supportive services for individuals and families experiencing chronic homelessness.
- **Rapid Re-Housing (RRH)** - housing search and relocation services and short and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
- **Joint Transitional Housing – Rapid Rehousing Combination Projects (TH/RRH)** - project combines two existing program components—transitional housing and rapid rehousing in a single project to serve individuals and families experiencing homelessness.

### **2023 HUD CoC Competition NOFO – Domestic Violence Bonus Projects**

Projects created through the DV Bonus must meet the project eligibility and project quality threshold requirements established by HUD in Sections III.C.5.b and c of the HUD NOFO. The CoC strongly encourages agencies to submit applications that will provide Permanent Housing, as stated in Section I.B.3.d of the HUD NOFO, that coordinates with housing providers and healthcare organizations to provide permanent supportive housing and rapid rehousing services. New Projects that want to be considered for the DV Bonus Project, are projects that are dedicated to survivors of domestic violence, dating violence, sexual assault, or stalking who qualify under paragraph (4) of the definition of homeless at 24 CFR 578.3 and subsequent HUD amendments as noted in Section I.A.3.f of the HUD NOFO.

As described in Section I.B.2.b.13 in the HUD NOFO, survivors of human trafficking may qualify as homeless under paragraph (4) of the homeless definition at 24 CFR 578.3 or section 103(b) of the McKinney-Vento Homeless Assistance Act and subsequent HUD amendments as noted in Section I.A.3.f of the HUD NOFO because they are often also victims of domestic violence, dating violence, sexual assault, or stalking; however, **a DV Bonus project may not exclusively serve people fleeing or attempting to flee human trafficking.**

#### **Eligible Activities**

New DV Bonus projects and expansion DV Bonus projects are subject to the limitation on new projects in Section III.B.4.b.4 of NOFO. The following projects are eligible for New DV Bonus projects:

- **Rapid Re-Housing (RRH)** - housing search and relocation services and short and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
- **Joint Transitional Housing – Rapid Rehousing Combination Projects (TH-RRH)** - project combines two existing program components—transitional housing and rapid rehousing in a single project to serve individuals and families experiencing homelessness.

**Projects must meet all CoC Program and HUD requirements.**

2023 Continuum of Care Notice of Funding Opportunity:

<https://www.hudexchange.info/programs/e-snaps/fy-2023-coc-program-nofa-coc-program-competition/>

CoC Program Eligibility Requirements:

<https://www.hudexchange.info/coc/coc-program-eligibility-requirements/>

CoC Program Laws, Regulations, and Notices:

<https://www.hudexchange.info/coc/coc-program-law-regulations-and-notices/>

CoC Match Documentation:

<https://www.hudexchange.info/faqs/1561/what-are-the-documentation-requirements-for-in-kind-services-as-match/>

Lee County Continuum of Care Written Standards and Coordinated Entry Policies and Procedures:

<https://www.leegov.com/dhs/Documents/CoC/2020%20Written%20Standards%20and%20Coordinated%20Entry%20Policies%20and%20Procedures%208.6.2020.pdf>

## SECTION III: Funding Guidelines

### Administrative Costs

If awarded, the project’s admin funding will be based on available and allowable admin funding as determined by the funding sources, and may be divided between HVS and the applicant. Eligible costs include general management, oversight, and coordination; training on grant requirements; consolidated plans; and environmental reviews

Funding Source	Maximum Percent of Admin Allowed
CoC Bonus Projects	10%
Domestic Violence Bonus Projects	10%

### Cost Reimbursement

All contracts will be on a cost reimbursement basis. Sub-recipient will be required to submit proper back-up documentation for project eligible expenses as determined by the funding source regulations and requirements.

### Match

Match may be cash or in-kind for otherwise eligible project costs by the funding source. All match must be documented in writing. While the required amount of match differs based on funding source, all funding sources require match. Match is defined as the provision of direct eligible costs to the project from a source other than the funding source. Match can be provided through an agency’s other funded projects, which may also provide services to the funded project’s clients or through community partners that, are providing additional, eligible services to a funded project’s clients. Match guidelines are as follows:

Funding Source	Percent of Match Required
CoC Bonus Projects	25%
Domestic Violence Bonus Projects	25%

### Cost of Submitting Applications

The cost of preparing and submitting an application is the sole responsibility of the applicant and shall not be chargeable in any manner to HVS. HVS will not reimburse any applicant for any costs associated with the preparation and submission of an application, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview (*if required*).

### Conflict of Interest

The applicant agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required if a contract is awarded. The applicant further agrees that no person having any such interest shall be employed or engaged for said performance. The applicant agrees that no employee, officer, agent of the applicant or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The applicant or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the applicant. For federally funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

### State and Federal Administrative Requirements

Agencies must comply with Federal administrative requirements. All agencies awarded funds through this RFA will be required to comply with a variety of requirements governing the use of State and Federal funds. Additionally, agencies awarded funds through this RFA will be required to provide access to their financial records to a representative of HVS

to evaluate their financial management systems. HVS staff will monitor each program to ensure compliance with the terms of the funding agreement between the HVS and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, and other required information.

**Liability insurance is required for all Grants.** All agencies awarded funds will be required to obtain liability and worker's compensation coverage that will be further defined in the funding agreement, if awarded. **Lee County Board of County Commissioners must be named as the Certificate Holder and the additional insured.**

**Handicapped Accessibility** – All projects must be accessible to persons with disabilities. Programs, information, participation, communications and services must be accessible to persons with disabilities. Agencies must comply with Section 504 of the Rehabilitation Act of 1974 and Americans with Disabilities Act (ADA).

**Nondiscrimination** – All funded agencies must ensure that all persons have fair and equal access to all forms of assistance regardless of race, color, national origin, age, sex, familial status, religious preference, disability, type or amount of disability, gender identity, perceived gender identity, marital status, sexual orientation, or perceived sexual orientation. These non-discriminatory practices apply to employment and contracting as well as to marketing, and selection of project participants. The Lee County CoC requires agencies to practice a person-centered model that incorporates participant choice and inclusion of all homeless subpopulations present in Lee County, including homeless veterans, youth, and families with children, individual adults, seniors, victims of domestic violence, and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, and Intersex (LGBTQI) individuals and families.

The Lee County CoC operates in accordance with all federal statutes including, but not limited to: the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and Title II and Title III of the Americans with Disabilities Act. All service providers, where assistance is provided through Community Planning and Development (CPD) programs, including assistance under the: HOME Investment Partnerships program (24 CFR part 92), Housing Trust Fund program (24 CFR part 93), Community Development Block Grant program (24 CFR part 570), Housing Opportunities for Persons With AIDS program (24 CFR part 574), Emergency Solutions Grants program (24 CFR part 576), Continuum of Care program (24 CFR part 578), or Rural Housing Stability Assistance Program (24 CFR part 579)., must ensure equal access to the HUD-assisted program in accordance with all general HUD program requirements as specified in 24 CFR Part 5.

Additionally, funded agencies must maintain compliance with the HEARTH Act's involuntary family separation provision (42 USC 11361a), which ensures that emergency shelters, transitional housing, and permanent housing providers within the CoC do not deny admission to or separate any family members from other members of their family based on age, sex, marital status, gender, gender identity, perceived gender identity, sexual orientation, or disability, when entering shelter or housing.

Funded agencies must maintain records demonstrating compliance with the nondiscrimination and equal opportunity requirements under §576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with the awarded funding source and the affirmative outreach requirements in § 576.407(b).

**Formal Termination Policy** – Funded agencies must develop a formal Termination Policy that clearly describes a process by which clients' services may be terminated if program requirements are violated. The process must recognize individual rights and allow termination in only the most severe cases. Termination processes for rental assistance, leasing, and/or housing relocation and stabilization services must include written notice to the program participant, with a clear statement of reasons for termination; review of decision to terminate, with opportunity for the program participant to present written or oral objections to agency; prompt written notice to the project participant of final decision.

**Supportive Assistance** – Funded agencies must assure that homeless individuals and families are connected to appropriate supportive services including permanent housing, mental health treatment, medical health treatment, counseling, case management, supervision, and other services essential for achieving maintaining permanent, stable housing. Additionally, agencies must assure that the homeless are assisted in obtaining other Federal, State, local and private assistance, where available. This will include individually assisting clients to identify, apply for and obtain benefits under mainstream health and social services program for which they are eligible such as: TANF, Medicaid, SSI/SSDI, Food Stamps, and various Veterans Programs. *The Lee County CoC encourages a “warm hand-off” model, which ensures transfer of client and referral information directly to the receiving case manager, and prevents missed service connections.*

**Confidentiality** – Agencies must comply with confidentiality requirements and privacy protections outlined in the CoC written standards (<https://www.leegov.com/dhs/Documents/CoC/2020-21%20HMIS%20Policies%20and%20Procedures%201.0.pdf>), and Homeless Management Information System Privacy Notice (<https://www.leegov.com/dhs/Documents/CoC/CSN-User-Policy-Responsibility-Statement.pdf>)

**Participation in Continuum of Care (CoC)** – Any agency awarded funding through this RFA is **required** to

- 1) actively participate in the CoC including attendance at the monthly CoC and Connect List committee meetings,
- 2) actively participate and comply with Homeless Management Information System (HMIS) Procedures, and
- 3) fully participate in the Coordinated Entry Process and only accept referrals for all funded programs through Coordinated Entry.

### **Minimum Funding Request**

The minimum funding request for **CoC Bonus is \$264,123**. The minimum funding request for **DV Bonus is \$377,319**. Projects applying for either opportunity must apply for the full amount available in each category. HVS reserves the right to award more or less than the amount of funds requested based on funding available.

## **SECTION IV: Application Evaluation and Selection**

### **Threshold Requirements**

Applications will be reviewed by HVS staff to ensure the submission does NOT contain any fatal flaws, as listed below. If HVS determines the threshold requirements are not met, the project will be rejected and the applicant agency notified in writing. If the applicant and application are determined eligible, then the application will proceed to the Application Review, Scoring and Conditional Selection Process.

### **Fatal Flaws**

Applications that commit the following will be considered as having a fatal flaw, and will not be given consideration for funding:

- Applications received after the stated due date and time
- Applications received from an agency not eligible to apply (is not a non-profit, local government and/or is listed on the Excluded Parties List, has not provided direct services for 12 months prior to application due date)
- The Application is not signed by the agency official designated to execute contracts

### **PSH Threshold Requirements**

Additionally, proposed PSH projects seeking funding under the Annual NOFO must meet at least 4 of the 5 criteria detailed in Section III.C.5.c of HUD's Notice. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants. (1)
- The type of supportive services that will be offered to program participants will ensure successful retention in or help to obtain permanent housing, including all supportive services regardless of funding source. (1)
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social, and employment programs for which they are eligible to apply and which meet the needs of program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education). (1)
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing). (1)
- The average cost per household served is reasonable, meaning that the costs for housing and services provided by the project are consistent with the population the project plans to serve. (1)

### **RRH Threshold Requirements**

Additionally, proposed RRH projects seeking funding under the Annual NOFO must meet at least 4 of the 5 criteria detailed in Section III.C.5.c of HUD's Notice. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants. (1)
- The type of supportive services that will be offered to program participants will ensure successful retention in or help to obtain permanent housing, including all supportive services regardless of funding source. (1)
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social, and employment programs for which they are eligible to apply and which meet the needs of program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education). (1)
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing). (1)
- The average cost per household served is reasonable, meaning that the costs for housing and services

provided by the project are consistent with the population the project plans to serve. (1)

**Joint TH-RRH Threshold Requirements**

Additionally, proposed Joint TH and PH-RRH projects seeking funding under the Annual NOFO must meet at least 4 of the 6 criteria detailed in Section III.C.5.c of HUD's Notice. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants (e.g., ensuring a range of bedroom sizes to assist various family sizes). (1)
- The proposed project will provide enough rapid rehousing assistance to ensure that at any given time a program participant may move from transitional housing to permanent housing. This may be demonstrated by identifying a budget that has twice as many resources for the RRH portion of the project than the TH portion, by having twice as many PH-RRH units at a point in time as TH units, or by demonstrating that the budget and units are appropriate for the population being served by the project. (2)
- The type of supportive services that will be offered to program participants will ensure successful retention or help to obtain permanent housing, including all supportive services regardless of funding source. (1)
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social services, and employment programs for which they are eligible to apply and which meet the needs of the program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education). (1)
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing). (1)
- The project adheres to a Housing First model as defined in section I.B.2.b.(15) of HUD's Notice. (1)
- The average cost per household served is reasonable, meaning that the costs for housing and service provided by the project are consistent with the population the project plans to serve. (1)

## **Application Review, Scoring and Conditional Selection Process**

Applications that meet threshold criteria will be forwarded to the CoC Performance Evaluation and Ranking Committee for review, scoring and conditional selection. The Committee Members will meet to review and score each project application in accordance with the [CoC Ranking and Reallocation Policies](#) and 2023 Lee County CoC Project Ranking Tool (**Appendix 3**).

*Committee Members who have an interest in a submitted project application will recuse themselves from scoring. An interest includes being an employee, volunteer and/or board member of an applicant agency or other entity that is direct partner and/or would otherwise directly benefit of the proposed project.*

**Funding of project applications submitted pursuant to the Annual NOFO and selected by HVS is contingent on HUD's award to HVS under the Annual NOFO.**

## **Notice of Conditional Selection Decision**

HVS staff will provide written notice regarding the conditional selection decision to each applicant by **Friday, September 1, 2023 at 5:00 pm.**

## **Post Award Requirements**

If awarded, a contract will be executed by the Lee County Board of County Commissioners and administered by the HVS (See Sample Contract Document in Appendix 2). The contract will be based upon the information submitted in the application, all accompanying exhibits/attachments and any additional information that is requested/received during the review phase. Contract language is not negotiable. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.** Modifications and updates to application exhibits may be required prior to contract execution. Applicants should review the attached contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

**SECTION V: Application Forms**

**All forms must be complete for application to be considered for conditional award.**

**1. Applicant Information**

Organization Name:	Authorized Organization Representative Name/Title:
Address:	Telephone:
City, State/Zip:	Organization Website:
Contact Person Name/Title:	DUNS #:
Contact Person E-mail:	Federal Employer ID #:

**2. Project Information**

Project Name:	
Project Address ( <i>if different from organization address</i> ):	
This is a/an: <input type="checkbox"/> New Project or <input type="checkbox"/> Expanded Project	
Total Funding Requested for this Project: \$ _____	
Match Funding Committed for this Project: \$ _____	
Number of Persons to be Served: _____	
Funding Category (SELECT ONE) <input type="checkbox"/> CoC Bonus <input type="checkbox"/> DV Bonus	
Project Type ( <i>check as many as applicable below</i> ):	
<input type="checkbox"/> Permanent Supportive Housing	<input type="checkbox"/> Joint Transitional Housing (TH)/Rapid Re-Housing
<input type="checkbox"/> Rapid Re-Housing	

<b>Services Provided (check the services that will be provided with the funding requested):</b>	
<input type="checkbox"/> Case Management <input type="checkbox"/> Employment Assistance and Job Training <input type="checkbox"/> Life Skills Training <input type="checkbox"/> Outpatient Health Services <input type="checkbox"/> Child Care <input type="checkbox"/> Transportation <input type="checkbox"/> Street Outreach Engagement/Supplies <input type="checkbox"/> Education Services <input type="checkbox"/> Substance Abuse Treatment Services	<input type="checkbox"/> Legal Services <input type="checkbox"/> Housing Search Assistance <input type="checkbox"/> SOAR Assistance <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Outpatient Health Services <input type="checkbox"/> Furnishings <input type="checkbox"/> Services for Special Populations <input type="checkbox"/> Food <input type="checkbox"/> Utility Deposits

<b>Target Population (check as many as applicable below):</b>	
<input type="checkbox"/> Chronically Homeless <input type="checkbox"/> Single Individuals <input type="checkbox"/> Victims of Domestic Violence <input type="checkbox"/> LGBTQI+ Individuals/Families/Youth <input type="checkbox"/> Other: _____	<input type="checkbox"/> Families <input type="checkbox"/> Unaccompanied Youth (ages 18-24) <input type="checkbox"/> Veterans <input type="checkbox"/> Individuals with Serve and Persistent Mental Illness

<b>Target Service Location (check as many as applicable below):</b>	
<input type="checkbox"/> City of Cape Coral <input type="checkbox"/> City of Fort Myers <input type="checkbox"/> City of Bonita Springs <input type="checkbox"/> City of Sanibel	<input type="checkbox"/> Town of Fort Myers Beach <input type="checkbox"/> Unincorporated Lee County <input type="checkbox"/> All of Lee County <input type="checkbox"/> Other: _____

### 3. Certification

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

## 4. Project Description

Narrative response must include:

- Sufficient information to understand the scope of the project, the number and type of clients to be served, the services to be provided and the cost of the proposed activities.
- How the project will align with HUD’s Strategic Goals: Support Underserved Communities, Ensure Access to and Increase the Production of Affordable Housing, Promote Homeownership and Advance Sustainable Communities.
- How the project will align with HUD’s Homeless Policy Priorities: Ending homelessness for all persons, Use a Housing First approach, Reducing Unsheltered Homelessness, Improving System Performance, Partnering with Housing, Health, and Service Agencies, Racial Equity, Improving Assistance to LGBTQ+ Individuals, Persons with Lived Experience and Increasing Affordable Housing Supply.
- Describe how the project will align with local priorities. *Community goals are described in [ALL IN: The Federal Strategic Plan to Prevent and End Homelessness](#), and the [CoC’s Strategic Plan](#).*
- Describe the agency’s capacity and experience in addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. Describe how the agency makes clear efforts to provide quality services through a person-centered, housing focused model and ensures “warm hand-offs” when referrals are required.
- The project’s role in helping to ensure homelessness in Lee County is rare, brief, and one-time.

*Limit response to 2,000 words.*

*The narrative is required and must be attached to the application in either Word or PDF format.*

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## 5. Quality of Service Questionnaire

The applicant shall provide a brief response to each question below.

1. Explain how your agency is actively participating in the Coordinated Entry System, the Homeless Management Information System (HMIS), and the Continuum of Care (CoC) and how this project will integrate with the CoC’s Coordinated Entry System. If the applicant is an organization serving survivors of domestic violence, the organization **MUST** commit to submit performance data, including comparable database data if the provider is a victim service provider.
2. Provide estimated outcomes for the rate at which clients in the project will be expected to return to homelessness. Describe the resources that will be made available to project participants to further this goal. Preference will be given to applicants that provide specific data from similarly funded projects demonstrating low returns to homelessness among clients.
3. Provide estimated outcomes for the rate at which clients in the project will be increase their income. Describe the resources that will be made available to project participants to further this goal. Preference will be given to applicants that provide specific data from similarly funded projects demonstrating low returns to homelessness among clients.
4. Describe how the program is innovative and how program participants will be assisted to obtain and remain in permanent housing. Include specific plans to provide connections to other mainstream health, social service, and employment programs for which program participants may be eligible.

5. Describe the project's plan to coordinate with physical and behavioral healthcare organizations to provide integrated services to program participants. Attach letters of commitment to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain services, treatment, and/or medical insurance to address healthcare needs. Full points can only be awarded if the commitments meet the thresholds established in Section II of the RFA.
6. Describe the project's plan coordinate with housing providers, including but not limited to the Public Housing Authorities, landlords, or other permanent housing resources to provide permanent housing units to program participants. Attach letters of commitment to demonstrate partnership with public and private organizations to assist program participants to obtain permanent housing. Full points can only be awarded if the commitments meet the thresholds established in Section II of the RFA
7. Describe how the project actively engages persons with lived expertise of homelessness and addresses equity. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. Describe how the organization's Board and Staff composition is representative of the population being served. The proposed project must identify barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homeless population, and demonstrates steps the project will take to eliminate the identified barriers.
8. Demonstrate efforts to address the needs of Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) individuals and their families experiencing homelessness to ensure that they receive supportive services, shelter and housing free from discrimination through training and policy.
9. Describe the project's plan to follow a housing first approach. To receive full points in this section, the applicant must demonstrate that the project will strictly adhere to low barrier and housing first practices, centering on providing people experiencing homelessness with housing as quickly as possible and then providing services as needed. The applicant specifically commits to enroll program participants, regardless of having too little income, active or history of substance use, having a criminal record (exceptions for state-mandated restrictions) History of victimization (e.g. domestic violence, sexual assault, childhood abuse). The applicant further commits to prevent program participant participation for failing to participate in supportive services, failure to make progress on a service plan, loss of income or failure to improve income, or any other activity not covered in a lease agreement typically found for unassisted person sin the project's geographic area.

## **6. Ability to Complete Activities Outline**

The applicant shall provide an outline that documents their ability to complete the funded activities in the allotted timeframe. This outline shall include:

- Timelines of critical tasks to be accomplished for each proposed activity;
- Monthly spending plans and proposed drawn down schedules; and
- Reporting schedule for outcomes achieved.

*The outline is required and must be attached to the application in either Word or PDF format*

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## **7. Budget Narrative**

The applicant shall provide a budget narrative to describe the overall project budget and sources of match funds expected for the period of the grant. The budget narrative *must* include the following criteria:

- Identify sources of matching funds which are currently committed to the organization for this project (*commitment letters MUST be attached*).
- Description and justification of the proposed Personnel Costs, including Fringe Benefits
- Description and justification of the proposed Client Financial Assistance Costs
- Description and justification of the proposed Other Program Operation Costs
- Description and justification of the proposed Administrative Costs
- Clearly identify the timeframes and methods for obligating grant funds, and how the agency plans to ensure funds are spent before the deadline.
- If the applicant plans to additionally provide services, other than those eligible under the funding in this application, clearly denote the type of other services or programs and the funding sources.

**A copy of the applicant's overall budget, including other services or programs and funding sources, general management and oversight budget, and overhead/indirect rates charged to grant sources must be attached following the Budget Narrative.**

### 8. Budget and Match

Complete each line as applicable to the proposed project. *An excel version of the budget and match form, which automatically calculates totals is available at <https://www.leegov.com/dhs/Pages/Funding-Opportunities.aspx>*

**Budget Template**  
**Request for Applications #082523-COC**  
*Complete ONLY BLUE fields. Do not edit grey fields.*

Supportive Services (All projects)		
Eligible Costs	Quantity AND Description (max 400 characters) (i.e. 1 FTE \$50,000 + benefits \$25,000)	Annual Amount Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management		
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		
14. Substance Abuse Treatment Services		
15. Transportation		
16. Utility Deposits		
17. Operating Costs		
<b>Sub-Total for Supportive Services</b>		\$ -

  

Rental Assistance (Rapid Re-Housing or Joint TH-RRH projects)		
Units Size	# of Units	FMR for 12 Months
Single Room Occupancy		\$ -
Efficiency/0 Bedroom		\$ -
1 Bedroom		\$ -
2 Bedrooms		\$ -
3 Bedrooms		\$ -
4 Bedrooms		\$ -
<b>Sub-Total for Rental Assistance</b>		\$ -

  

Leased Structures (Joint TH-RRH projects)		
Eligible Costs	Monthly Rent Amount Requested from HUD	Total Annual Assistance Requested
Facility Lease		\$ -
<b>Sub-Total for Facility Lease</b>		\$ -

  

<b>Subtotal of Program Costs</b>		\$ -
<b>Admin (Max 10% of Program Cost)</b>		\$ -
<b>Total Amount Requested from HUD</b>		\$ -
<b>Total Match Committed</b>		
<b>Total Project Budget</b>		\$ -

## 10. Project Outcomes

Applicants must provide anticipated outcomes for each of the following performance measures.

Performance Measure	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
<p><b>Length of time persons remain homeless</b> <i>Based on demonstrating a reduction of the average and median length of time persons remain enrolled in emergency shelter, transitional housing, or safe haven projects before exiting to permanent housing.</i></p>	<p>_____ days Enter the estimated number of days between project enrollment and placement into permanent housing.</p>	
<p><b>The extent to which persons who exit homelessness to permanent housing destinations return to homelessness</b> <i>Based on demonstrating a reduction in the percent of persons who have left homelessness (i.e., exited continuum projects into permanent housing destinations) who return to homelessness after 6 months, 12 months, and 24 months (i.e., return to any continuum projects for which homelessness is an eligibility criterion).</i></p>	<p>_____ % Enter the estimated percent of clients that will <b>remain housed</b> after 6 mo.  _____ % Enter the estimated percent of clients that will <b>remain housed</b> after 12 mo.  _____ % Enter the estimated percent of clients that will <b>remain housed</b> after 24 mo.</p>	
<p><b>Number of persons that are no longer homeless</b> <i>Based on the geographic coverage of the project, and the projects ability engage clients, including those who are unsheltered, through street outreach efforts.</i></p>	<p>_____  Enter the estimated number of persons that will be housed.</p>	
<p><b>Jobs and income growth</b> <i>Based on demonstrating that the number and percent of homeless adults being served in the project increase their earned (i.e., employment) income and/or other income between their enrollment in the system and their exit (or follow-up assessment).</i></p>	<p>_____ # _____ % Enter the estimated number and percent of clients that will increase their earned income.  _____ # _____ % Enter the estimated number and percent of clients that will increase their unearned income.  _____ # _____ % Enter the estimated number and percent of clients that will maintain their earned or unearned income.</p>	

**11. Required Attachments**

- a. Documentation of Match Funds - Letters of Commitment or Contracts
- b. Applicants Annual Operating Budget
- c. Proof of 501c3 Status

**12. Completeness Checklist**

Applicants must complete chart below and attach as PAGE 1 of the submission.

<u>Application Forms and Attachments</u>	<u>Page #</u>
<b><u>Project Name:</u></b>	
<b><u>Project Applicant:</u></b>	
<b>Table of Contents (COMPLETENESS CHECKLIST)</b>	<b>1</b>
1. Applicant Information	
2. Project Information	
3. Certification	
4. Project Description	
5. Quality of Service Questionnaire	
6. Ability to Complete Activities Outline	
7. Budget Narrative	
8. Budget and Match Form	
9. Project Outcomes	
10. Required Attachments	
a. Documentation of Match Funds	
b. Applicants Annual Operating Budget	
g. Proof of 501c3 Status	

**SECTION VI: APPENDICES**

**Appendix 1 – Homeless Definitions and Recordkeeping**

<b>CRITERIA FOR DEFINING HOMELESS</b>	<b>Category 1</b>	<b>Literally Homeless</b>	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u></li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution</li> </ul>
	<b>Category 2</b>	<b>Imminent Risk of Homelessness</b>	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <u>and</u></li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing</li> </ul>
	<b>Category 3</b>	<b>Homeless under other Federal statutes</b>	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u></li> <li>(iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers</li> </ul>
	<b>Category 4</b>	<b>Fleeing/ Attempting to Flee DV</b>	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; <u>and</u></li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing</li> </ul>

<b>RECORDKEEPING REQUIREMENTS</b>  	<b>Category 1</b>	<b>Literally Homeless</b>	<ul style="list-style-type: none"> <li>• Written observation by the outreach worker; <u>or</u></li> <li>• Written referral by another housing or service provider; <u>or</u></li> <li>• Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;</li>   <li>• For individuals exiting an institution—one of the forms of evidence above <u>and</u>:             <ul style="list-style-type: none"> <li>○ discharge paperwork <u>or</u> written/oral referral, <u>or</u></li> <li>○ written record of intake worker's due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution</li> </ul> </li> </ul>
	<b>Category 2</b>	<b>Imminent Risk of Homelessness</b>	<ul style="list-style-type: none"> <li>• A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u></li> <li>• For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u></li> <li>• A documented and verified oral statement; <u>and</u></li>   <li>• Certification that no subsequent residence has been identified; <u>and</u></li> <li>• Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing</li> </ul>
	<b>Category 3</b>	<b>Homeless under other Federal statutes</b>	<ul style="list-style-type: none"> <li>• Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u></li> <li>• Certification of no PH in last 60 days; <u>and</u></li> <li>• Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u></li> <li>• Documentation of special needs <u>or</u> 2 or more barriers</li> </ul>
	<b>Category 4</b>	<b>Fleeing/ Attempting to Flee DV</b>	<ul style="list-style-type: none"> <li>• <i>For victim service providers:</i> <ul style="list-style-type: none"> <li>○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.</li> </ul> </li> <li>• <i>For non-victim service providers:</i> <ul style="list-style-type: none"> <li>○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u></li> <li>○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u></li> <li>○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.</li> </ul> </li> </ul>

## **Appendix 2 – Sample Contract Document**

CSFA # \_\_\_\_\_  
CFDA # \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Funding Source: \_\_\_\_\_

**STANDARD NONPROFIT/GOVERNMENT CONTRACT**

**SUBRECIPIENT CONTRACT BETWEEN  
THE LEE BOARD OF COUNTY COMMISSIONERS  
And**

**THIS CONTRACT** between Lee County, a political subdivision and Charter county of the State of Florida, hereinafter referred to as “**COUNTY**” and \_\_\_\_\_ a Nonprofit Corporation/Government/Municipality registered under the laws of Florida Chapter 617, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the Board of County Commissioners (BOCC).

**WHEREAS, COUNTY** believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

Any proposal/application submitted which resulted in this funding award are binding and incorporated herein as a part of this contract including all conditions and projected levels of service.

For federally funded projects, all requirements and conditions as described in Attachment A, Program Guidelines must also be followed.

All projects funded by Department of Housing and Urban Development (HUD) Homeless Assistance Grants must actively participate in the Centralized Intake/Coordinated Assessment process and input data into the Homeless Management Information System (HMIS).

All activities funded with CDBG/HOME funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Sub recipient certifies that the activity carried out under this Agreement will meet the CDBG/HOME income eligibility requirements.

**ARTICLE II: TERM OF CONTRACT**

This Contract shall begin \_\_\_\_\_ and end, \_\_\_\_\_ unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

**ARTICLE III: COMPENSATION AND REPORTS**

**A. Contract Payment**

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed \$. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX: SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

<b>Program</b>	<b><u>Unit Rate:</u></b> <b>Unit Description</b>	<b><u>Unit Rate:</u></b> <b>Units purchased by County</b>	<b><u>Unit Rate:</u></b> <b>Unit rate reimbursed by County</b>	<b>Total</b>
	<b><u>Line Item:</u></b> <b>Approved Budget Category</b>	<b><u>Line Item:</u></b> <b>Annual Budget Amount</b>	<b><u>Line Item:</u></b> <b>N/A</b>	

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

Once funding is approved and a contract issued by Human and Veteran Services (HVS) it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless Contract Specialist authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

**B. Deferred Payment/Return of Funds**

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the COUNTY or a repayment agreement is accepted by COUNTY. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds

disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered COUNTY funds and must be refunded to the COUNTY within thirty (30) days of receiving notice from the COUNTY in writing regarding the overpayment. Should repayment not be made in a timely manner, the COUNTY will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The PROVIDER will be required to reimburse the COUNTY for any acts of non-compliance resulting in disallowed costs or fines.

**C. Contract Deliverables**

**1. Required Reports (checked boxes are applicable)**

**EXHIBIT 1- Payment Request - Due: Monthly by the 20<sup>th</sup> of the following month.** All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **Reimbursement** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

If applicable, processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

**EXHIBIT 2- Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.**

**EXHIBIT 3 – Performance Outcomes Report – Due: As indicated on Exhibit 3.**

**EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31).**  
**Documentation to support expenditures and revenue MUST be attached i.e.**

**QuickBooks; Profit/Loss Statement.**

- EXHIBIT 5- Annual Progress Report or Closeout Report- **Due as indicated on Exhibit 5 and/or in Section D.**
- EXHIBIT 6 - Certificate of Insurance - **Insert in contract.**
- EXHIBIT 7 – Statement of Work – **Insert in contract.**
- EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- **Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**
- EXHIBIT 9 - Annual Certification of Continued Operation - **Due: As indicated on Exhibit 9.**
- EXHIBIT 10- Current Board of Directors Roster

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

**2. Required Documents**

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER’S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**
- Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of PROVIDER’S response to the funding agency are due to the COUNTY no later than 30 days after receipt by the PROVIDER.

**D. Contract Closeout**

- Partnering for Results: Unit Rate Analysis Report -**Due: 30 days after contract end.**
- Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**
- Partnering for Results: Close-Out Report – **Due 30 days after contract end.**
- State Mandated: Final Payment Request – **Due: 4 business days after contract end**
- HOME – Close-out package for each property –**Due: 120 days after payment request.**
- Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days end date of operating year.**
- CDBG – Final Payment Request and Beneficiary Reports – **Due: 20<sup>th</sup> of the month after term end.**
- Other Funding Source – \_\_\_\_\_  
Final Closeout Payment Request – **Due:** \_\_\_\_\_

**ARTICLE IV:        AUDITS, MONITORING, AND RECORDS**

**A. Monitoring**

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

**B. Audits and Inspections**

The **PROVIDER** will make all records referenced in ARTICLE IV C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract noncompliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

**C. Records**

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER'S** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

**PROVIDER** specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- 2) upon request from the County's custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

**D. Independent Audit**

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards,

OMB Circular A-133 “Audits of States, Local Governments and Nonprofit Organizations” if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

## **ARTICLE V:            **AMENDMENTS****

**PROVIDER** must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not **substantially change** the original contracted scope of service and statement of work, including **extensions to the end date of** the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; **significantly change program design including** target population or major changes in outcomes; change or add to the **standard provider contract language**, which is not for the purpose of correcting original omissions or **clarifying original contract intent**.

For federally funded projects, HUD must approve (24 CFR 583.405), **in writing, any significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve **new or alteration of existing activities** that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

## **ARTICLE VI:            **CONTRACTOR STATUS****

### **A.     Independent Contractor**

It is the Parties’ intention that the **PROVIDER** will be an independent contractor and not the **COUNTY’s** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker’s Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER’S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

### **B.     Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY’s** request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance

with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

## **ARTICLE VII: CONFLICT OF INTEREST**

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **ARTICLE VIII: RISK MANAGEMENT**

### **A. Hold Harmless and Indemnity Clause**

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY'S** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

### **B. Insurance Requirements**

### **Insurance – Nonprofit Providers**

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance **naming Lee Board of County Commissioners as Certificate Holder and additional insured** will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to Lee County on or before expiration date.

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
  - \$100,000 per accident
  - \$500,000 disease limit
  - \$100,000 disease limit per employee
  
2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
  - \$500,000 bodily injury per person (BI)
  - \$1,000,000 bodily injury per occurrence (BI)
  - \$500,000 property damage (PD) or
  - \$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.
  
3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
  - \$100,000 bodily injury per person (BI)
  - \$300,000 bodily injury per occurrence (BI)
  - \$100,000 property damage (PD) or
  - \$300,000 combined single limit (CSL) of BI and PD
  
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
  
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

**Insurance – Government/Municipality**

Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

**C. Notice of cancellation or modification**

The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

**ARTICLE IX: SUSPENSION/TERMINATION**

**A. Suspension**

The COUNTY reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event PROVIDER ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the COUNTY and the COUNTY shall have no further funding obligation to the PROVIDER with regard to those unpaid funds.

For contracts funded under “Partnering for Results”: If anticipated Program revenue from other sources exceeds expenses by 40%, COUNTY reserves the right to suspend contract until final expenses/revenue is confirmed.

**B. Termination by COUNTY**

The COUNTY may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the PROVIDER by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under “Partnering for Results”: If confirmed Program revenue from other sources exceeds expenses by 40%, COUNTY reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

**C. Termination by PROVIDER**

The PROVIDER may at any time and for any reason cancel this Contract by giving seventy-

two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

**COUNTY'S** obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

## **ARTICLE X:           ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

### **IMMIGRATION LAWS:**

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

### **OTHER REQUIREMENTS:**

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A.** That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B.** That they will comply with all applicable Federal, State and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
  - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
  - **Section 109 - Title I of the Housing & Community Development Act of 1974**
  - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
  - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. seq.)
  - **Fair Housing Act**

Additional information can be accessed at the following websites:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)  
[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-mfh-faq](https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:  
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **PROVIDER’s** Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners".
- M. That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P. The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- Q. The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

**ARTICLE XI HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a "covered entity" as the law defines that term. Any "personal health information" (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an ongoing task of the affected staffs of the **COUNTY** and **PROVIDER**.

**ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE**

Any dispute between the parties with respect to provisions contained in a Lee County Human and Veteran Services (HVS) contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

- a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for HVS include Contract Specialist, and Program Manager.
- b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
- c. If the dispute is unable to be resolved between the authorized representatives **within the specified** time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
- d. If the dispute remains unresolved after the Department Director’s decision, the parties **may** proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, **PROVIDER** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in paragraph a-c above.

**ARTICLE XIII:                    NOTICES**

Official notices concerning this Contract will be directed to the following authorized representatives:

**PROVIDER:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail : \_\_\_\_\_

**COUNTY:**

Name: \_\_\_\_\_ Attn: \_\_\_\_\_  
 Title: \_\_\_\_\_ Contract Coordinator \_\_\_\_\_  
 Agency: Human and Veteran Services  
 Address: 2440 Thompson Street  
                   Fort Myers, Florida 33901  
 Telephone: (239) 533-79  
 Fax: (239) 533-7960  
 E-Mail: @leegov.com

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

\_\_\_\_\_  
 Name (printed/typed)  
 \_\_\_\_\_  
 Signature

OR \_\_\_\_\_  
 Name (printed/typed)  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Title

In the event that Provider designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**.

**ARTICLE XIV: SPECIAL PROVISIONS**

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER'S** facility to assist with Emergency Food Stamp preregistration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

**ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

**IN WITNESS THEREOF, PROVIDER and COUNTY** have caused this 17-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COUNTY: LEE COUNTY**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

Board of County Commissioners  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year),

**ATTEST:  
CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

by, \_\_\_\_\_  
who is personally known to me or who has  
produced \_\_\_\_\_ as identification  
and who  did ( did not) take an oath.

NOTARY:

By: \_\_\_\_\_  
Notary of Public (Signature)

\_\_\_\_\_  
Name (typed)

**APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:**

By: \_\_\_\_\_

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

**OFFICE of the COUNTY ATTORNEY**

SAMPLE

## **Appendix 3 – 2023 Lee County CoC Project Ranking Tool**

<i>This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).</i>	
	<b>Applicant</b>
Proposal was submitted by deadline. <i>If no, ineligible to apply.</i>	
Applicant is a local government or non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i>	
Applicant agency has been in operation for at least 12 months prior to application deadline. <i>If no, ineligible to apply.</i>	
Organization is NOT listed on the excluded parties list. <i>If no, ineligible to apply.</i>	
If the applicant is an organization serving survivors of domestic violence, the organization commits to submit performance data, including comparable database data if the provider is a victim service provider	
Application is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i>	
<b>Eligible to Apply</b>	
HVS Review Staff Initial: Date of Threshold Review:	

	<b>Applicant</b>
<p><b>Agency's Capacity and Experience:</b> The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-offs" when referrals are required.</p> <p style="text-align: right;"><b>Maximum Point Value: 5</b></p>	5

<p><b>Alignment with Community Goals and Needs:</b> The project will assist the CoC in achieving stated goals and/or is a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. <b>Maximum Point Value: 5</b></p>	5
<p><b>Returns to Homelessness (System Performance Measures):</b> The project has a estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing the extent to which persons who exit homelessness to permanent housing destinations return to homelessness: <b>Maximum Point Value: 10</b></p>	10
<p><b>Increasing Income (System Performance Measures):</b> The project has a estimated outcomes demonstrating that program participants will increase their income through project participation. The project describes the partnerships to be leveraged to help clients increase their income, and includes letters of commitment/ Memoranda of understanding when possible. <b>Maximum Point Value: 10</b></p>	10
<p><b>Innovation:</b> The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program. <b>Maximum Point Value: 10</b></p>	10
<p><b>Objective Criteria- Health Care Coordination:</b> The project coordinates with physical and behavioral healthcare organizations to provide integrated services to program participants. Points will only be awarded for projects that have at least one letter of commitment to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain services, treatment, and/or medical insurance to address healthcare needs. Full points can only be awarded if the commitments meet the thresholds established in Section II of the RFA <b>Maximum Point Value: 12</b></p>	12
<p><b>Objective Criteria- Housing Coordination:</b> Does the project coordinate with housing providers, including but not limited to the Public Housing Authorities, landlords, or other permanent housing resources to provide permanent housing units to program participants. Points will only be awarded for projects that have at least one letter of commitment to demonstrate partnership with public and private organizations to assist program participants to obtain permanent housing. Full points can only be awarded if the commitments meet the thresholds established in Section II of the RFA <b>Maximum Point Value: 12</b></p>	12

<p><b>Engagement of Persons with Lived Experience &amp; Equity:</b> Does the project applicant demonstrate active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. Is the organization's Board and Staff composition representative of the population being served. The proposed project must identify barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homeless population, and demonstrates steps the project will take to eliminate the identified barriers.</p> <p style="text-align: right;"><b>Maximum Point Value: 10</b></p>	10
<p><b>(Objective Criteria) Housing First:</b> The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed. The applicant specifically commits to enroll program participants, regardless of having too little income, active or history of substance use, having a criminal record (exceptions for state-mandated restrictions) History of victimization (e.g. domestic violence, sexual assault, childhood abuse). The applicant further commits to prevent program participant participation for failing to participate in supportive services, failure to make progress on a service plan, loss of income or failure to improve income, or any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area.</p> <p style="text-align: right;"><b>Maximum Point Value: 12</b></p>	12
<p><b>Timeliness:</b> The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period.</p> <p style="text-align: right;"><b>Maximum Point Value: 5</b></p>	5
<p><b>Budget, Match and Leverage:</b> The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.</p> <p style="text-align: right;"><b>Maximum Point Value: 5</b></p>	5
<p><b>Proposal Presentation:</b> The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.</p> <p style="text-align: right;"><b>Maximum Point Value: 4</b></p>	4
<b>Total</b>	<b>100.00</b>
<b>Total Available Points = 100</b>	