



Lee County Department of Human Services

Request for Applications

for the

Department of Children and Families Office
on Homelessness

2016 Challenge Grant

RFA Release Date: Thursday, July 14, 2016

Proposal Due Date: 3:00 p.m. Tuesday, July 26, 2016

**Applications must be submitted by email to
Jeannie Sutton at jsutton@leegov.com**

**It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time.
Applications received after 3:00 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

Introduction

The Challenge Grant program is authorized by section 420.622(4), Florida Statutes, to provide grant funding to lead agencies of homeless assistance Continuums of Care (CoC). The only entities that may submit an application for the Challenge Grant shall be the lead agencies of the CoC, as designated pursuant to section 420.624(6), Florida Statutes, by the Office on Homelessness (Office) for specified catchment areas within the state. Lee County is the lead agency for the Lee County Continuum of Care, and therefore, the local applicant for this funding.

Lee County providers applying for 2016 Challenge Grant anticipated funding must supply the following to the Department of Human Services (DHS) by 3:00 pm on Tuesday, July 26, 2016, and must include all of the information as requested on the attached or as listed below.

All information must be submitted electronically by email to Jeannie Sutton, at jsutton@leegov.com. Any forms for submission are labeled "REQUIRED" and must be submitted along with any other requested information, such as the Narrative. The DHS reserves the right to ask for additional sections and/or information at any point between the issuance of this notice and the deadline for grant submission. Providers must hold 501(c) 3 Nonprofit Status and be able to provide copies of the most recent financial audit, financial statements, or related material demonstrating fiscal capacity if requested.

For State Fiscal Year (SFY) 2016-17, which is from July 1, 2016 - June 30, 2017, the Department of Children and Families received \$5,000,000 in Challenge Grant funding available for allocation to lead agencies for the CoC planning areas. The maximum grant award a lead agency may receive is \$300,000 for SFY 2016-17. Applications may be submitted for any amount up to, but not exceeding \$300,000. Grant funding must be expended on eligible services and programs by June 30, 2017. The grant funds may be used to carry out the services or programs identified in the local homeless assistance CoC plan, as certified by the lead agency.

After receipt of provider applications, each will be ranked in accordance with the Ranking Tool (attached for your review). Applications will be included in the Lee County Challenge Grant application according to rank, budget allowing (the top-ranked application will be the first project listed, the second-ranked application, etc.). Lee County's total application cannot exceed \$300,000; if the provider agency does not need the full level of funding, discretion with the budget is appreciated to allow other area providers the opportunity to utilize funding.

Scope of Grant Activities

Challenge Grant funding shall be used locally to assist those individuals or households who are homeless, or those at risk of becoming homeless. The funds may be used to assist those clients defined as homeless in section 420.621(5), Florida Statutes. The intent of the grant is to help to implement the local homeless assistance plan, and to help the community reach the goals and objectives outlined in the CoC plan.

In addition, the state grant is intended to be used in concert with the private funding contributed to local homeless service agencies to address the needs of the persons who are homeless in the planning area. The overall goal of the grant is to use the Challenge Grant to partner with local agencies to reduce homelessness in Florida.

Financial Information

Section 420.622(4)(a), Florida Statutes, requires grant recipients to provide matching funds or in-kind support in an amount equal to the grant requested. All grants must be obligated by an executed grant agreement and all grant funded activity or project services must be completed or provided by **June 30, 2017.**

See the list of acceptable state expenditures at the following webpage:

http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf

All recipients of Challenge Grants are required to submit quarterly reports on progress and performance until all grant funded activities are completed. The application may contain one or more activities to be funded, provided each and every one of the activities proposed for funding is specifically identified in the CoC plan. All grant funds shall go to activities that directly benefit homeless persons or persons at risk of homelessness.

Activities that do not directly benefit homeless persons may include, but are not limited to, public education, training, planning, and capacity building. Homeless Management Information Systems (HMIS) may be claimed to be a direct benefit used only to the extent that the system is used as a case management tool to coordinate services among two or more local agencies serving the homeless person.

The lead agency's 2016 CoC plan must be submitted with the grant application and filed with the Office. The plan may be the HUD Consolidated Plan, the local Annual Action Plan, or any plan that Lee County helped draft that addresses the homelessness needs in the specific area (including the activity to be funded). **Agencies submitting projects must identify projects included in the Lee County Consolidated Plan, Lee County Annual Action Plan, or Lee County's 10 Year Plan to End Homelessness.**

Subsection 420.622(4)(d), Florida Statutes, authorizes Lee County to spend a maximum of eight percent (8%) of its grant award on administrative costs. Administrative costs must be used by the lead agency for staff salary, benefits, or operating expenses directly related to the management and oversight of this grant.

In accordance with section 287.14, Florida Statutes, use of the Challenge Grant to purchase or continuously lease any motor vehicle is prohibited.

Section 1 – Project Information

Project Narrative

The agency shall provide a narrative that describes the following:

- Activities to be funded,
- Homeless populations to be served,
- Number of projected unduplicated clients,
- Number of beds/units provided,
- Outcome expected to be achieved for each activity proposed,
- How the proposed activities will further the implementation of the CoC Plan, and help to reduce homelessness in the community,
- How the project will be impacted if partial or no funding is allocated in 2016, and
- An overall demonstration of need.

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

Ability to Complete Activities Outline

The agency shall provide an outline that documents their ability to complete the funded activities by **June 30, 2017**.

This outline shall include:

- Timelines of critical tasks to be accomplished for each proposed activity;
- Monthly or quarterly spending plans;
- 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.

Section 2 – Funding Information

Budget Narrative

In addition to the budget forms, the applicant shall provide a budget narrative to describe the organization's overall budget and financial sources of funds expected for the period of the grant. Provide details on the leveraged funds (funds that support the project, but are not included as match; this is not for the agency as a whole, but rather for the funded project only) including sources, amounts, and timeframes of commitment. Identify sources which are currently committed to the organization, and those that are anticipated (***commitment letters MUST be attached***). Clearly identify the timeframes and methods for obligation of grants funds, and how the agency plans to ensure funds are obligated before the **June 30, 2017** deadline. If the applicant performs services other than those eligible under the component applied for by the applicant, clearly denote the type of other services or programs and the funding sources. In such cases, separately describe the applicant's general management and oversight budget, key executive staff, budget levels, and overhead/indirect rates charged to grant sources, where allowable.

A copy of the organizations overall budget, including other services or programs and funding sources, general management and oversight budget, and overhead/indirect rates charged to grant sources, and chart of key executive staff, including a detailed description of their duties and qualifications must be attached following the Budget Narrative.

Budget and Match Form

List each proposed activity. **The maximum grant shall be \$300,000 in 2016-17.**

1. Grant Activity / Project

Use the same title or description used in the narrative. Be sure to identify and list each activity to be funded, if more than one is proposed for funding.

2. \$ Requested

List the amount of Challenge Grant funds requested for each activity or project separately and the total amount of the Challenge Grant funds requested.

3. \$ Match Amount

List the amount of matching funds that will be submitted for invoicing purposes.

4. Provider Name

Identify the specific entity or agency to carry out each activity or project of the Challenge Grant Funding. If the lead agency will perform the activity directly, cite the name of the lead agency. If another entity will carry out the activity under contract with the lead agency, provide the legal name of that entity.

5. Existing or New Service

Specify whether the activity or project to be funded will support an existing service, or whether the funded activity is a new service to fulfill an unmet need.

6. Number of Homeless Persons Served

For each activity, identify the estimated number of homeless persons to be served.

Leveraged Funding (See Next Page)

List the funding received in the period from July 1, 2015 through June 30, 2016, by grant award or private funder. The list shall clearly show each individual grant or receipt of private cash, which clearly references the item on the list.

List all funding received by organizations participating in the CoC from grants authorized under the McKinney-Vento Homeless Assistance Act and from private sources (non-governmental) for homeless services within its area. The list shall be limited to those grants received or private cash received within the period from July 1, 2015 and June 30, 2016.

For grants, "received" shall be defined as the total amount of the grant award as reflected on the **fully executed grant award letter from the grantor agency as dated within the above stated period**. Grant award letters with electronic signatures are acceptable.

For private funds, the amount received shall be the actual amount of cash received during the period (July 1, 2015 – June 30, 2016) for direct services targeted to homeless persons. In-kind services or donations of goods or services shall not be eligible to be claimed as leverage. **The amount of cash received for service to the homeless shall be evidenced by a letter on agency letterhead, signed by the chief executive officer, stating the amount of cash received for homeless service, and the specific homeless services supported by that cash.**

Leveraged Funding (*Continued*)

	Program Name	CFDA	Federal Agency	Eligible Grantees
1.	Homeless Veterans Reintegration Program	17.805	HHS	Dept. of Labor grant award to community agency
2.	Healthcare for the Homeless	93.224	HHS	HHS grant award to local government or non-profit agency
3.	Projects for Assistance in Transition from Homelessness (PATH)	93.150	HHS	DCF award or contract specifying amount of PATH dollars to community agency
4.	Education for Homeless Children & Youth	84.196	Educ.	FL Dept. of Education grant award to local school district
5.	Emergency Solutions Grant	14.231	HUD	HUD grant award to unit of local government, or DCF award to non-profit agency
6.	Section 8 Moderate Rehab, Single Room Occupancy	14.249	HUD	HUD grant award to public housing authority or COC lead agency
7.	Emergency Food and Shelter	97.024	FEMA	National office of United Way award to local United Way agency
8.	Shelter Plus Care	14.238	HUD	HUD grant award to project sponsor or to CoC lead agency
9.	Supportive Housing Program	14.235	HUD	HUD grant award to project sponsor or CoC lead agency
10.	HUD-Veterans Affairs Supportive Housing (HUD-VASH)	14.871	HUD	HUD grant award to CoC lead agency
11.	Supportive Services for Veterans	64.033	VA Health	VA awards to non-profits and consumer Cooperatives

Section 3 – Agency Information

Quality of Service Questionnaire

The agency shall document the actions taken by the CoC in providing quality services, as described in the attached.

Applicant Requirements

Applicant must meet all the following requirements (*items do not need to be included with submission*):

- Provided direct client services for 12 months prior to proposal 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).

Applicant must include the following documentation with submission:

- Proof of 501(c)3 Status,

2016 Application Ranking Tool

The Ranking Tool is being provided for your reference. Please do not submit.

Post Award Requirements

Following notification of award, a contract will be executed by the Lee County Board of County Commissioners and administered by the DHS (example contract included at end of packet). The contract will be based upon the information submitted in the proposal, all accompanying exhibits/attachments and any additional information that is requested / received during the review/negotiation phase. Contract language is not negotiable. **The contract is reimbursement based and the applicant receiving funds must be able to pay for project costs prior to requesting payment.** Modifications and updates to proposal exhibits may be required prior to contract execution. Applicants considering submitting a proposal should review the attached contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

Completeness Checklist – REQUIRED

<u>Item</u>	<u>Page #</u>
Section 1 – Project Information	
Applicant Information Request	
Project Narrative	
Ability to Complete Activities Outline	
Section 2 – Funding Information	
Budget Narrative	
Leveraged/Match Funding Commitment Letters	
Organizations Overall Operating Budget	
Chart of Key Executive Staff, including duties and qualifications	
Budget and Match Form	
Leveraged Funding	
Section 3 – Agency Information	
Quality of Service Questionnaire	
Documentation of project alignment with community goals	
HMIS/CAPER Report – Total # Persons Served 7/1/15-6/30/16	
Proof of 501(c)(3) Status	

Applicant Information Request - REQUIRED

1. APPLICANT INFORMATION

Name: _____

Mailing Address: _____

City _____ County: _____

Zip Code: _____ Telephone #: _____

Applicant's E-mail Address: _____

Federal Tax Identification: _____

2. PROJECT ADMINISTRATOR(S) *if more than one, please list ALL

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email Address: _____

3. CONTACT PERSON FOR THE APPLICATION

Name: _____

Phone: _____

Email: _____

4. TARGET GROUP(S):

Adult Youth Families

Domestic Violence

Other (specify): _____

5.

TOTAL FUNDS REQUESTED:	\$ _____
(List Project Names)	
Project 1: _____	\$ _____
Project 2: _____	\$ _____
Project 3: _____	\$ _____
Project 4: _____	\$ _____
Administration	\$ _____
MATCHING FUNDS:	\$ _____
TOTAL PROGRAM COSTS:	\$ _____

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 sanction.

Executive Director or Board Chairman:

Signature: _____

Typed Name: _____

Title: _____ Date: _____

Project Narrative - REQUIRED

Applicant Name: _____

Project/Activity Name: _____

Grant Funds Requested: \$ _____

Match Provided: \$ _____

Leveraged Funds: \$ _____

Provide a description of:

- Activities to be funded,
- Homeless populations to be served,
- Number of projected unduplicated clients,
- Number of beds/units provided,
- Outcome expected to be achieved for each activity proposed,
- How the proposed activities will further the implementation of the CoC Plan, and help to reduce homelessness in the community,
- How the project will be impacted if partial or no funding is allocated in 2016, and
- An overall demonstration of need.

Limit response to 1000 words.

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

Ability to Complete Activities Outline – REQUIRED

The agency shall provide an outline that documents their ability to complete the funded activities by **June 30, 2017**. This outline shall include:

- Timelines of critical tasks to be accomplished for each proposed activity;
- Monthly or quarterly spending plans;
- 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.

Budget Narrative – REQUIRED

In addition to the budget forms, the applicant shall provide a budget narrative to describe the organization's overall budget and financial sources of funds expected for the period of the grant. Provide details on the leveraged funds (funds that support the project, but are not included as match; this is not for the agency as a whole, but rather for the funded project only) including sources, amounts, and timeframes of commitment. Identify sources which are currently committed to the organization, and those that are anticipated (**commitment letters MUST be attached**). Clearly identify the timeframes and methods for obligation of grants funds, and how the agency plans to ensure funds are obligated before the **June 30, 2017** deadline. If the applicant performs services other than those eligible under the component applied for by the applicant, clearly denote the type of other services or programs and the funding sources. In such cases, separately describe the applicant's general management and oversight budget, key executive staff, budget levels, and overhead/indirect rates charged to grant sources, where allowable.

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

A copy of the organizations overall budget, including other services or programs and funding sources, general management and oversight budget, and overhead/indirect rates charged to grant sources, and chart of key executive staff, including a detailed description of their duties and qualifications must be attached following the Budget Narrative.

Budget and Match Form – REQUIRED

	Grant Activity/Project	Grant Funds Requested (\$)	Match Amount (\$)	Agency Provider Name	Existing or New Service	Number of Homeless Persons to be Served
1						
2						
3						
4						
5						
<hr/>						
	Total:	\$ _____	\$ _____		Total Persons to be Served	_____

Leveraged Funding – REQUIRED

A. McKinney-Vento Homeless Assistance Act Grants

List each grant award claimed separately under the McKinney-Vento Program.

	Program	Grant Amount	Grant Award # / Reference	Page #	Indicate (and state reason) if provider is not eligible to receive funding
1	Homeless Veterans Reintegration	\$ _____			
2	Healthcare for the Homeless	\$ _____			
3	PATH	\$ _____			
4	Education for Homeless Children	\$ _____			
5	Emergency Solutions Grant	\$ _____			
6	Section 8, Moderate Rehab, SRO	\$ _____			
7	Emergency Food & Shelter	\$ _____			
8	Shelter Plus Care	\$ _____			
9	Supportive Housing Program	\$ _____			
10	HUD-VASH	\$ _____			
11	Supportive Services for Veterans (SSVF)	\$ _____			
Total Grants		\$ _____			

B. Private Cash for Services to Homeless Persons

List the source and amount for all private cash received.

	Source of Private Cash	Amount
1		\$ _____
2		\$ _____
3		\$ _____
Total Private Cash		\$ _____

C. Total Leveraged Funding for Services to Homeless Persons

Funding Source	Total Amount Leveraged (July 1, 2015 – June 30, 2016)	Ratio to Grant Request
A. McKinney Act Grants		
B. Private Cash		

Quality of Service Questionnaire - REQUIRED

1. Does the project(s) align with community goals, and how? The goals the agency is meeting must be described in the 10 year plan to End Homelessness, the FY2015 Continuum of Care Application for Funding to the U.S. Department of Housing and Urban Development (HUD), the FY2013-2017 Five Year Consolidated Plan to HUD, or the FY2015 Annual Action Plan to HUD. **Documentation of how the agency's project meets the goal must be attached to this application.**
2. Is the project(s) an existing project or a new project to fill an unmet need? If new, describe how it is innovative, and how it addresses the unmet need.
3. Explain how your agency is actively participating in coordinated assessment and the Homeless Management Information System (HMIS), and describe your procedure for assessing participant's needs and coordinating with other service providers.
4. Explain how your agency provides quality services to homeless persons in the community.
5. Describe all the funding sources (other grants, donations, etc.) that your agency receives and utilizes for homeless activities that will be used as match for this project(s).
6. Does your agency conduct an internal annual evaluation of services provided (other than HMIS)? If yes, please provide a copy of the most recent evaluation.
7. From HMIS/CAPER, what is the total number of persons served during July 1, 2015 – June 30, 2016? **YOU MUST ATTACH HMIS REPORT FOR POINTS**
8. From the HMIS report (same time period as above), are any special populations served?
9. Complete the chart below with desired program outcomes that will be evaluated at the end of the grant period. You must include three (3) outcomes.

Desired Outcome:	Project Activities to achieve this outcome:
1.	
2.	
3.	

2016 Ranking Tool

Do not complete - this is for information on the ranking process only.

Objective Criteria Point Summary	Agency
Does the project increase the number of beds/units available to homeless persons in Lee County? (5 Pts YES, 0 Pts NO)	
Does the project address a specific homeless population (i.e. Youth, Families with Children, Domestic Violence Victims, or Veterans)? (5 Pts YES, 0 Pts NO)	
Does the project align with community goals, and help to reduce homelessness in Lee County? (5 Pts YES, 0 Pts NO)	
Does the agency demonstrate that all funds requested can be expended by June 30, 2017? (5 Pts YES, 0 Pts NO)	
Is the agency able to provide 100% Match for grant funds? (5 Pts YES, 0 Pts NO)	
Does the project include leveraged funding? (5 Pts 2:1 Ratio, 3 Pts 1:1 Ratio, 0 Pts No)	
Does the agency actively participate in the HMIS Coordinated Assessment? (5 Pts YES, 0 Pts NO)	
Do the desired outcomes demonstrate a commitment to obtaining and maintaining permanent housing for homeless persons? (5 Pts YES, 0 Pts NO)	
Did applicant include all required attachments: 501c3 documentation, complete budget, proof of other committed funds, and chart of key executive staff? (5 Pts YES, 0 Pts NO)	
Total of Objective Criteria Points	0
Ranking Committee/Subjective Criteria Point Summary	
Project Narrative -Assign points based on the agency's description of their intended use of grant funds, clarity of goals, and overall quality of program design and management. <i>Please assign a point value from 0-10 with 10 being the highest score.</i>	
Budget Narrative and Budget/Leverage Forms -Assign points based on agency's description of activities to be funded, the description of the organization's overall budget and financial sources, ability to leverage funds, ability to expend funds prior to the June 30, 2017 deadline, and overall strength of organization's general management and oversight budget. <i>Please assign a point value from 0-10 with 10 being the highest score.</i>	
Quality of Service Questionnaire -Assign points based on the agency's overall quality of service, including the creation of a new and innovative project, participation in HMIS, ability to address community needs according to the CoC Plan, and ability to create and meet performance outcomes. <i>Please assign a point value from 0-10 with 10 being the highest score.</i>	
Total of Subjective Criteria	0

STANDARD NONPROFIT/GOVERNMENT CONTRACT

|CSFA # _____
|CFDA # _____
|Contract No. _____
Funding Source:

**SUBRECIPIENT CONTRACT BETWEEN
THE LEE COUNTY 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 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 funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Subrecipient certifies that the activity carried out under this Agreement will meet the CDBG income eligibility requirements.

ARTICLE II **TERM OF CONTRACT**

This Contract shall begin **2014** and end, **2014** unless terminated as specified in Article VIII, 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 **\$00.**

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.

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

For Partnering for Results (PFR) contracts, Lee County will fund no more than 25% of the program's actual cash expenses. The agency must be able to substantiate receipt of at least 75% 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 25/75% requirement.

Once funding is approved and a contract issued by DHS 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 Lee County or a repayment

agreement is accepted by Lee 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 25% 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 20th 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 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, then 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 25/75% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **original, authorized** signature. An email or fax submission of Exhibit 1 is acceptable **ONLY** when there is no reimbursement requested. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

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 (ESG) - Due: As indicated on Exhibit 9.

For all reports except the Exhibit 1 (Payment Request) either an email or hard copy of reports is acceptable. The Exhibit 1 (Payment Request) must have original signatures. Other reports requiring signatures can have an electronic signature or a scanned copy of the report with signature.

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).
- Copy of latest Form 990 - Due Date: Non profits – 180 days following the end of PROVIDER'S 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 days after contract end.
- Partnering for Results: Close Out Report – Due 30 days after contract end.
- State Mandated: Final Payment Request – Due: 4 days after contract end
- HOME – Closeout 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: 20th of the month after term end.**
- Other Funding Source – _____
- Final Closeout Payment Request – **Due:** _____
- Final Closeout Report - **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 non-compliance 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. 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.

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).

An original, bound version must be submitted. As an alternative an electronic format sent from the auditing firm is acceptable. The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of a non profit **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 Non-Profit 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.

Copy of the latest Form 990 must also be submitted no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year.

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, which do not substantially change the original contracted scope of service and statement of work. 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 24 CFR 85.36 and 84.42 and all other established, applicable HUD regulations must be followed.

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, 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. 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 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 – Non Profit 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 County 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 County 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:

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:
\$300,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$300,000 property damage (PD) or
\$500,000 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.

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 following a determination by the Board of County Commissioners, 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 on page one 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 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 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

<http://www.hud.gov/offices/fheo/lep.xml>

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 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.
- D. 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.
- E. 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.
- F. 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).
- G. 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).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. 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.
- J. 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.
- K. 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 County Board of County Commissioners".
- L. 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.
- M. For federally funded programs, that they will comply with applicable uniform

administrative requirements as described in 24 CFR part 84 and 85 and HUD requirements as described in 24 CFR part 5.

- N.** 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.
- O.** The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P.** The provider will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q.** 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.

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 on-going task of the effected 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 Department of Human Service (DHS) 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 DHS 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 issue including all pertinent background information will be forwarded to the Board of County Commissioners for consideration.

- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the process of Dispute Resolution as described in this section.

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 Specialist _____

Agency: _____ Department of Human 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:

OR

Name (printed/typed)

Name (printed/typed)

Signature

Signature

Title

Title

In the event that either party 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 pre registration 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 16-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

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
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)

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

ATTEST: CLERK OF CIRCUIT COURT

By: _____
Title: _____
Date: _____

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

By: _____
Title: _____
Date: _____
OFFICE of the COUNTY ATTORNEY

If you are applying for capital improvements/infrastructure, please review this document, which will be required by the State. Do not complete this form. It is for information only.

EXHIBIT 14

Sample Lien Document

Note to clerk of the circuit court: The intangible personal property evidenced by this instrument is owned by the State of Florida or a political subdivision or agency of the State of Florida and pursuant to Section 199.183, Florida Statutes, is exempt from the nonrecurring intangible personal property tax imposed by Chapter 199 Florida Statutes

**MORTGAGE LIEN AND SECURITY
AGREEMENT**

In consideration of a Challenge Grant (the "Grant"), by the State of Florida Department of Children and Family Services (the "Department") to Mid Florida Homeless Coalition, Inc. (the "Grantee") in the amount of _____, as provided for in the Challenge Grant Agreement (the "Grant Agreement") between the Department and the Grantee for Grant Number _____, the proceeds of which have been sub-granted by the Grantee to (the "Sub-Grantee") for the purchase of the following described property, the Sub-Grantee, and any of the other undersigned having any interest in the hereinafter described and defined Property, hereby mortgage and grant a lien to the Department, whose mailing address is 1317 Winewood Blvd., Tallahassee, Florida 32399, on all of his, hers, its, or their rights, title and interests in and to the land and real property located in _____ County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof (said land and real property and the other matters referred to in the next phrase being hereinafter collectively referred to as the "Property"), together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; tenements and hereditaments; easements; appurtenances; and all other rights, royalties, and profits, including without limitation all mineral, oil, gas, and similar matters (subject and subordinate, however, to the lien of the prior mortgage in favor of _____).

_____, recorded in O.R. Book _____, beginning at Page _____ in the Public Records of _____ County, Florida).

The Sub-Grantee and any of the undersigned having any interest therein also hereby grant to the Department a security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679, F.S., in all fixtures; plumbing, heating, air conditioning and other equipment; building materials, appliances, and floor and window coverings, located on and/or used in connection with the Property.

This instrument is given to secure (a) the payment and performance of all obligations of the Grantee under the Grant Agreement, (b) the payment and performance of all obligations of the Sub-Grantee under any agreement governing the sub-grant, (c) the Department's Interest (as hereafter defined) in the Property, and (d) the payment and performance of all obligations hereunder. The "**Department's Interest**" shall be or deemed to be an amount equal to the amount of the Grant proceeds that have been disbursed to the Grantee from time to time, plus all other cost, fees, and expenses owed by the Grantee, or for which the Grantee and Sub-Grantee are liable, under this instrument and the Grant Agreement.

The Department's Interest shall be, or at the time that it is to be determined shall be deemed to have been, proportionately reduced and subsequently vacated over a 5 year period (the "Term") of amortization unless the lien of this mortgage is satisfied before that time or if before that time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below. The Term shall commence on the date of the execution of this instrument and end on the date that is 5 years from the date of the Sub-Grantee's purchase of the Property, as evidenced by the date the deed to the Sub-Grantee for the Property is recorded in the Public Records of the county in which the Property is located

As a condition of receipt of state funding for this purchase the undersigned agree that **(a)** if the Property is disposed of before the Department's Interest is vacated or **(b)** at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, an amount calculated as set forth in **section 10** below shall be immediately due and payable by the Sub-Grantee to the Grantee and by the Grantee to the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument. If the Sub-Grantee fails to pay all such sums to the Grantee and/or if the Grantee fails to pay all such sums to the Department, immediately upon any disposition of the Property or otherwise when due, from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Sub-Grantee to the Grantee on any such sums the Sub-Grantee has failed to timely pay to the Grantee, and by the Grantee to the Department on any such sums the Grantee has failed to timely pay to the Department.

Sub-Grantee further agrees:

1. To keep the Property insured by such insurers, against such perils, in such forms (including without limitation forms that include loss payable provisions acceptable to and in favor of the Department and naming the Department as an additional insured), with such provisions requiring the insurer to give the Department at least 30 days prior written notice of any changes in the policy or coverage or any intent to cancel or not renew the policy, and for such amounts, as the Department may from time to time approve, determine, and advise Grantee of and shall furnish to the Department evidence thereof that is satisfactory to the Department.
2. To pay all taxes, assessments, and other costs and charges that may become a lien on the Property and all documentary stamp or other excise taxes due in connection with the execution and delivery of this instrument as they become due (and in all events prior to delinquency), and furnish to the Department evidence thereof that is satisfactory to the Department.
3. To comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Property, including without limitation all environmental laws, ordinances, rules, and regulations; and to obtain, keep, and maintain all permits and licenses necessary for the construction, renovation, repair, and operation of the Property and the business to be conducted on the Property for the purposes for which the Grant has been made. Also to comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Grant.

4. To pay all persons or firms performing any work or supplying any materials for the construction and/or renovation of improvements on or the maintenance or repair of the Property and all other persons and firms who may have construction lien or other statutory lien rights for the performance of work or services relating to the Property as and when all sums therefor are due and payable.

5. To pay and perform all obligations under any other prior or superior mortgages, liens, or encumbrances as they become due (and in all events prior to delinquency), not to create, suffer, or permit any subsequent liens or mortgages on the Property without the Department's prior written consent, to keep the Property free and clear of all other liens and encumbrances, including without limitation all construction liens and other statutory liens for the performance of work or services relating to the Property.

6. To keep the Property free and clear of all pollutants, hazardous materials, and waste, including without limitation petroleum products, with the exception of legally permitted and properly stored materials in reasonable amounts customarily used in the construction, renovation, use, and operation of similar property.

7. To maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

8. During the term of this instrument, not to sell, transfer, mortgage, or assign its interest in the Property or in the property subject to the security interest under the Florida Uniform Commercial Code-Secured Transactions, unless the Department, in its sole discretion, whether reasonable or not, approves the sale, transfer, mortgage, or assignment.

9. To continue the operation, maintenance, repair, and administration of the Property in accordance with the purposes for which the funds of the Grant were originally appropriated and the terms of the Grant Agreement, and for the length of the Term.

Sub-Grantee and Grantee further agree:

10. (a) If Sub-Grantee fails to comply with **Section 9** above, or (b) if the Property is disposed of before the Department's Interest is vacated, or (c) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of **section 18** below, the Sub-Grantee shall pay to the Grantee and Grantee shall pay to the Department, no later than upon demand by the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument, an amount equal to the Department's Interest, as adjusted by amortization.

11. If the Sub-Grantee fails to pay all such sums when due to the Grantee, and/or if the Grantee fails to pay all such sums when due to the Department, then from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Sub-Grantee to the Grantee, on any such sums the Sub-Grantee has failed to timely pay to the Grantee, and by the

Grantee to the Department on any such sums the Grantee has failed to timely pay to the Department.

12. The Sub-Grantee shall indemnify, defend, and hold the Grantee and the Department harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of or relating to the Property or the use of the Grant money.

13. Sub-Grantee shall return to Grantee and Grantee shall return to the Department any portion of the Grant money received that is not necessary for the cost of the purchase for which the Grant was awarded.

14. At all times in which Grant money is being disbursed and until such time as the Grant money is fully and properly spent according to the Grant Agreement and any agreement governing the sub-grant, the

Sub-Grantee and the Grantee shall each obtain a blanket fidelity bond, in the amount of the Grant, issued by a company authorized and licensed to do business in this state and approved by the Department, which will reimburse the Department in the event that anyone handling the Grant moneys either misappropriates or absconds with the Grant moneys, and in form requiring the surety to give the Department at least 30 days prior written notice of any intent to cancel or not renew the bond. All employees handling the Grant moneys must be covered by the bond.

15. If any obligation hereunder, under the Grant Agreement, or under any agreement governing the sub-grant is not timely paid or performed, or in the event of any breach of any warranty hereunder, under the Grant Agreement, or under any agreement governing the sub-grant, in addition to all other remedies, the Department may, but is not obligated to, pay or perform the obligation and cure the breach and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Sub-Grantee and/or Grantee to the Department upon demand by the Department.

16. If any action or proceeding is commenced that in the opinion of the Department would materially affect the Department's interest in the Property, the Department may, but is not obligated to, take any actions the Department deems appropriate to protect its interest in the Property and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Sub-Grantee to Grantee and by Grantee to the Department upon demand by the Department.

17. Sub-Grantee and Grantee warrant that **(a)** it is a Florida corporation not-for-profit organized and existing under the Florida Not For Profit Corporation Act and exempt from taxation under Section 501(C)(3) of the United States Internal Revenue Code of 1987, **(b)** all persons or firms having any ownership interest in the Property have joined in the execution and delivery of this instrument and have good and marketable fee simple title to the Property free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, **(c)** each of the undersigned executing this instrument on its behalf has the full right, power, and authority to execute and deliver this instrument to the Department and this instrument has been validly executed by each of them, **(d)** this instrument constitutes a valid lien and encumbrance on the good and marketable fee simple title to the Property and the good and marketable title to the property encumbered by the security interest under the Florida Uniform Commercial Code-Secured Transactions granted by this instrument, free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, and **(e)** with the exception of such matters they will defend the title to the Property and such other property and the priority of the lien of this instrument thereon against the claims of all other persons or firms.

18. Upon **(a)** the failure of any obligation under this instrument, the Grant Agreement, or any agreement governing the sub-grant, to be timely paid and performed and/or the breach by the Grantee and/or Sub-Grantee of any term or condition under this instrument, the Grant Agreement, or any agreement governing the sub-grant; **(b)** the death or dissolution of any of the undersigned;

(c) the insolvency of any of the undersigned, the appointment of a receiver for any part of the property of any of the undersigned, any assignment by or on behalf of any of the undersigned for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any of the undersigned; or **(d)** any attempt by any governmental agency or entity, any other person or entity that has the power to exercise the power of eminent domain, or any creditor, to attach, levy upon, garnish, or take the Property or any portion or proceeds thereof, the Department may, at its option, declare a default

hereunder, declare all sums and obligations hereunder, with interest thereon as hereafter provided, to be immediately due and payable, and exercise any all remedies therefor available at law, in equity, or under this instrument. From and after the date that the Department declares any such default hereunder all sums due hereunder shall bear interest at the highest rate permitted by law. A default under this instrument, the Grant Agreement, or any agreement governing the sub-grant shall be a default under each and all such instruments.

19. Without limitation, such remedies include **(a)** regardless of whether or not the apparent value of the Property exceeds the amount of the obligations secured hereby by a substantial amount, the right to have a receiver appointed to take possession of all or any part of the Property with the power to protect, preserve, operate and collect any rents from the Property preceding foreclosure or sale, and to apply the proceeds over and above the cost of the receivership, to the obligations secured hereby (the receiver may serve without bond if permitted by law), **(b)** judicial foreclosure of the interests of the undersigned, and **(c)** to the fullest extent permitted by law the right to obtain a judgment for any deficiency remaining in the sums secured hereby after the application of all amounts received by the Department from the exercise of any of the rights provided in this **section 19**, the foregoing **section 18**, and the following **Section 20**.

20. Without limiting the generality of any the foregoing, with respect to the security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679 F.S. granted by this instrument, the Department shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code-Secured Transactions.

21. All of the Department's remedies hereunder are cumulative and may be exercised alone, together, or in any combination thereof.

22. Immediately upon demand by the Grantee the Sub-Grantee shall pay to the Grantee, and immediately upon demand by the Department, the Grantee shall pay to the Department all costs of collection of the obligations and sums set forth herein after referral to a collection agency or attorney, including without limitation an attorney that is a salaried employee of the Grantee or the Department, and also including without limitation reasonable attorneys' fees at trial, on appeal, and in any insolvency proceedings, including without limitation the costs of an attorney that is a salaried employee of the Grantee or the Department, and all costs incurred by the Grantee and the Department in exercising its remedies hereunder. All such costs shall bear interest at the highest rate permitted by law and all such costs and interest thereon are part of the sums secured hereby.

23. The Grantee and Sub-Grantee are jointly and severally personally liable for and obligated to pay and perform, or caused to paid and performed, and shall pay and perform, or caused to paid and performed, when due, whether by acceleration or otherwise, all obligations and sums provided for under this instrument. Any other persons or entities who sign this instrument are doing so solely to, and do hereby, encumber, subject, and subordinate his, her, or its interest in the Property, whether as an owner of the real property encumbered by this instrument subject to, and as a lessor under, a lease in favor of the Sub-Grantee, by marital or homestead rights or otherwise, to the lien of this instrument and are not personally liable for or obligated to pay or perform any obligations and sums provided for under this instrument. All persons or entities, other than the Grantee and the Sub-Grantee, who sign this instrument, whether personally liable hereunder or not, agree that

to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee and/or Sub-Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the

lien or priority of the lien of this instrument on the Property. Sub-Grantee agrees that to the fullest extent permitted by law the Department may, without notice to and without his, her, or its consent, deal solely with the Grantee by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of the Grant without affecting or impairing the personal liability of the Sub-Grantee for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

24. This instrument contains the entire agreements of the parties with respect to the matters covered hereby and may be modified or amended only by an instrument signed by whoever will be bound or obligated by the modification or amendment. No rights of the Department hereunder shall be construed to have been waived unless waived in writing by an instrument signed by the Department and any such written waiver shall not apply to any other right of the Department hereunder or any future exercise of any such rights waived in the written instrument unless so expressly stated in the written instrument signed by the Department.

25. This instrument shall be governed and construed by any applicable federal law and to the extent not preempted by federal law by the laws of the State of Florida without regard to its conflicts of laws provisions.

26. If any provision of this instrument is found by a court of competent jurisdiction to be invalid or unenforceable, or invalid or unenforceable in any particular circumstances, no such invalidity or unenforceability shall affect or impair the validity or enforceability of such provision in other permissible circumstances or the validity or enforceability of any other provision of this instrument

27. Without the written consent of the Department recorded in the Public Records in the County in which this instrument is recorded, there shall be no merger of the interest or estate created by this instrument and any other interest or estate in the Property at any time held by the Department in any capacity.

28. This instrument shall inure to the benefit of and be binding upon the parties, their respective heirs, personal representatives, successors, and permissible successors in title and assigns, and in the event that any one or more of them hereafter become the owner of the Property the Department may, without notice to or consent by any of the undersigned, deal with any such owner or owners by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of any party personally liable for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

29. Wherever used in this instrument all pronouns shall include the feminine, masculine, and neuter gender and the singular shall include the plural and vice versa.

30. Time is of the essence in the payment and performance of the obligations under this instrument.

By the acceptance of this instrument the Department agrees that it shall execute a satisfaction of this instrument in recordable form upon full compliance by the Grantee and Sub-Grantee with the all of the terms of this instrument.

All parties to this instrument hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**SIGNATURE PAGE TO THE MORTGAGE LIEN AND SECURITY
AGREEMENT FROM THE UNDERSIGNED TO THE FLORIDA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Witness

Witness printed name

By:

Printed Name

Witness

Title: _____

Address: _____

Witness printed name

Witness

Witness printed name

By:

Printed Name

Witness

Title: _____

Address: _____

Witness printed name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me the
____ day of _____, 20____ by

the _____ of and for and behalf of

(**Grantee**). He or she is personally known to me or
has produced _____ as identification.

(Seal)

Notary Public, State of Florida

Printed Name
My commission expires:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me
the _____ day of _____, 20____ by
the _____ of _____ and for _____ and behalf of -
(**Sub-Grantee**). He or she is personally
known to me or has produced _____ as
identification.

(Seal)

Notary Public, State of Florida

Printed Name
My commission expires: