



**Request for Applications (RFA)
for Behavioral Health Providers
to support Lee County's 2020 Application for
Grants for the Benefit of Homeless Individuals**

**RFA Released
WEDNESDAY, OCTOBER 30, 2019**

**Applications Due
TUESDAY, NOVEMBER 12, 2019 AT 5:00 PM**

**Applications must be submitted by email to
Jeannie Sutton at jsutton@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) Grants for the Benefit of Homeless Individuals

Background

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), is accepting applications for fiscal year (FY) 2020 Grants for the Benefit of Homeless Individuals (Short Title: GBHI). The purpose of this program is to support the development and/or expansion of local implementation of a community infrastructure that integrates substance use disorder treatment, housing services and other critical services for individuals (including youth) and families experiencing homelessness.

Recipients must use SAMHSA's services grant funds primarily to support direct services. This includes the following activities:

- Utilize established relationship with an organization that assists individuals experiencing marginal housing or homelessness to obtain housing. Recipients are required to provide direct assistance to homeless individuals to successfully gain housing.
- Provide direct SUD treatment for individuals with SUDs or co-occurring mental and SUDs who are also experiencing homelessness. Treatment must be evidence-based and may be provided in outpatient, intensive outpatient, day treatment, or residential settings.
- Provide linkage and coordination to obtain permanent housing for the population (s) of focus.
- Engage and enroll the population(s) of focus or connect the population(s) of focus to enrollment resources for Medicaid and other benefits programs (e.g. SSI/SSDI, TANF, SNAP, etc.).
- Provide recovery support services including recovery housing; employment coaching; vocational training; recovery coaching and other services designed to improve access and retention in services.

Local Program Model

Lee County Human and Veteran Services (HVS) will be submitting an application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to carry out a Critical Time Intervention (CTI) program *for the next 5 years*. Critical Time Intervention is a nine-month program delivered by a case manager and supervised by a mental health professional. A summary of the CTI program model can be viewed here: <https://www.criticaltime.org/cti-model/>

HVS is requesting applications from qualified behavioral health providers to assist in the implementation of the CTI program model. **Each mental /substance use disorder treatment provider must have:**

- At least two years' experience (as of the due date of the application) providing relevant services (*official documents must establish that the organization has provided relevant services for the last two years*); and
- Each treatment provider organization must comply with all applicable local and state licensing, accreditation, and certification requirements, as of the due date of the application.

HVS shall select applicants that:

1. Expand services/capacity to integrate substance use disorder treatment, housing services and other critical services for individuals (including youth) and families experiencing homelessness.
2. Demonstrate significant experience providing outpatient behavioral health services.
3. Depict a realistic timeline for project implementation, including ensuring that service delivery can begin within four months after grant award.
4. Demonstrate the presence of qualified key staff, including their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).
5. Have clear policies and practices for establishing goals, collecting data, and measuring outcomes, and for using data to manage, monitor and enhance the program.

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 NOFAs/RFAs for other funding sources.

Questions Regarding this RFA

Questions from providers must be submitted in writing to Jeannie Sutton at jsutton@leegov.com and be received no later than **Wednesday, November 6, 2019**. HVS will compile all questions and answers, and post online no later than **5:00 pm, Thursday, November 7, 2019**.

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

Strategic Use and Alignment of Resources

Lee County Human and Veteran Services (HVS) is responsible for ensuring that resources available to the community 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. HVS reserves the right to select more than one (1) provider if necessary to maximize a project's effectiveness and overall impact.

Funding Priorities

The submitted applications will be evaluated based in part, on the extent, the project is able to demonstrate achievement of performance measures (as indicated below), and the goals and strategies outlined in the [2019 Grants for the Benefit of Homeless Individuals Funding Opportunity Announcement](#).

Providers that clearly describe how the project will achieve performance measures, and move the community forward toward ensuring homelessness in Lee County is a rare, brief, and one time experience will receive additional points.

Providers that describe innovative and effective best practices for serving individuals who are experiencing homelessness will receive additional points. HVS is seeking 'out of the box' applications. Providers may incorporate different component types and include additional partners (with an established, formal agreement for the proposed project) to provide a specific service as part of an overall project application.

Performance Measures

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the [Government Performance and Results \(GPRA\) Modernization Act of 2010](#).

Project Completion Timeframes

The proposed project should be able to be operational within 4 months following the award of funding.

Critical Dates and Timeline

Wednesday, October 30, 2019		HVS Issued Request for Applications (RFA)
Wednesday, November 6, 2019	5:00 PM	Deadline for questions regarding RFA
Thursday, November 7, 2019	5:00 PM	Responses to RFA questions posted online
Tuesday, November 12, 2019	5:00 PM	SUBMISSION DEADLINE
Friday, November 15, 2019	11:00 AM	Evaluation and Ranking Committee Members will meet to score each project application using the published Scoring Criteria. HVS, 2440 Thompson St., Fort Myers, FL 33901
Monday, November 18, 2019	5:00 PM	Notice of Conditional Selection or Non-Selection to all providers.

Applicant/Organization Eligibility

All private for-profit and non-profit mental health/substance use disorder treatment provider organizations that have:

- At least two years' experience (as of the due date of the application) providing relevant services (official documents must establish that the organization has provided relevant services for the last two years); and
- Comply with all applicable local and state licensing, accreditation, and certification requirements (as of the due date of the application) are eligible to apply.

Providers must include official documents establishing that the organization has provided relevant services for the last two years (as of the due date of the application).

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 24 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/) will be considered **ineligible** for funding.

Applicants with previous experience administering projects of a similar size and scope will be provided additional points in the scoring process.

SECTION II: Scope of Grant Activities

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

Grants for the Benefit of Homeless Individuals (GBHI)

Required Activities: Implementation of a Critical Time Intervention program.

The following eligible activities are designated under this funding source:

- **Outreach and Engagement for the Population of Focus**
 - The population of focus for Lee County's CTI model will be those individuals with mental illness who are being discharged from institutional care (jail, hospital, treatment facility, shelter, etc.) and who meet the HUD definition of homeless (See Appendix 1).
- **Case Management**
- **Mental and substance use screening and assessment**
- **Direct treatment for substance use and co-occurring disorders**
- **Enrollment for health insurance, Medicaid, SSI/SSDI, and other mainstream benefits**
- **Access to recovery support services**
- **Connection to permanent housing resources**
- **Data Collection, Performance Measurement and Performance Assessment**

Data Collection Requirements

Recipients are required to report performance on measures including but not limited to: number of clients served, abstinence from use, diagnoses, housing status, employment status, criminal justice system involvement, access to services, retention in services, and social connectedness.

This information will be gathered using a uniform data collection tool provided by SAMHSA. Recipients are required to submit data via SAMHSA's data-entry and reporting system; access will be provided upon award. An example of the type of data collection tool required can be found at <https://www.samhsa.gov/grants/gpra-measurement-tools/csat->

[gpra/csat-gpra-discretionary-services](#). Data will be collected via interview using a tool at three data collection points: intake to services, six months post intake, and at discharge. Recipients will be expected to complete a GPRA interview on all clients in their specified unduplicated target number and are also expected to achieve a six-month follow-up rate of 80 percent.

All data must be submitted through the specified online data submission tool within seven days of data collection or as specified after award. Recipients and sub-awardees will be provided extensive training on the system and its requirements post award.

The collection of these data enables SAMHSA to report on key outcome measures relating to the grant program. In addition to these outcomes, data collected by recipients will be used to demonstrate how SAMHSA's grant programs are reducing disparities in access, service use, and outcomes nationwide.

Performance data will be reported to the public as part of SAMHSA's Congressional Justification.

Recipients must periodically review the performance data they report to SAMHSA (as required above), assess their progress, and use this information to improve the management of their grant project. Recipients are also required to report on their progress addressing the goals and objectives identified. The assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project. Performance assessments should also be used to determine whether your project is having/will have the intended impact on behavioral health disparities. You will be required to submit an annual report on the progress you have achieved, barriers encountered, and efforts to overcome these barriers.

SECTION III: Funding Guidelines

Maximum total award amount: \$400,000

Data Collection, Performance Measurement, and Performance Assessment Costs

No more than 20 percent of the total grant award for the budget period may be used for data collection, performance measurement, and performance assessment.

Applicants must provide anticipated outcomes for each of the following performance measures. To be able to effectively evaluate the project, it is critical that realistic goals and measurable objectives are developed. Information on acceptable goals and objectives is below.

GOALS Definition – a goal is a broad statement about the long-term expectation of what should happen as a result of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence.

The characteristics of effective goals include:

- Goals address outcomes, not how outcomes will be achieved;
- Goals describe the behavior or condition in the community expected to change;
- Goals describe who will be affected by the project;
- Goals lead clearly to one or more measurable results; and
- Goals are concise.

OBJECTIVES Definition – Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2019, 75% of program participants will be *placed* in permanent housing.” In order to be effective, objectives should be clear and leave no room for interpretation. **SMART** is a helpful acronym for developing objectives that are *specific, measurable, achievable, realistic, and time-bound*.

Cost Reimbursement

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

Cost of Submitting Applications

The cost of preparing and submitting an application is the sole responsibility of the provider 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 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 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 regulations currently in effect and as may be amended from time to time shall apply. .

Federal Funding Requirements

Organizations must comply with Federal administrative requirements. All providers awarded funds through this RFA will be required to comply with a variety of requirements governing the use of Federal funds. Additionally, provider 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 providers must assure that 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, when necessary, individuals and families 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. *HVS encourages a "soft 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/HMIS/Coordinated-Entry/CE-Policy-Procedures-Manual-2018.pdf>), and Homeless Management Information System Privacy Notice (<https://www.leegov.com/dhs/Documents/HMIS/HMIS-Privacy-Notice.pdf>).

Minimum Funding Request

The minimum funding request for any project is \$25,000. 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:

- Providers do not meet the minimum eligibility requirements
- Applications received after the stated due date and time
- The application is not signed by the agency official designated to execute contracts

Application Review, Scoring and Conditional Selection Process

Applications that meet threshold criteria will be forwarded to an 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 Project Ranking Tool (**Appendix 2**).

Committee Members who have an interest in a submitted project application will recuse themselves from scoring the project in which they have an interest. 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.

Notice of Funding Decision

HVS staff will provide written notice regarding the funding decision to each applicant by **Monday, November 18, 2019 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 3). 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 #: <i>(NOT REQUIRED)</i>
Contact Person E-mail:	Federal Employer ID #:

2. Project Information

Services Provided (<i>check the services that will be provided by the project</i>):	
<input type="checkbox"/> Case Management <input type="checkbox"/> Outpatient Mental Health Services <input type="checkbox"/> Outpatient Substance Use Treatment Services <input type="checkbox"/> Transportation <input type="checkbox"/> Outreach/Engagement <input type="checkbox"/> Connection to Mainstream Benefits (SSI/SSDI, Medicaid, etc.)	<input type="checkbox"/> Housing Search Assistance <input type="checkbox"/> SOAR Assistance <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 be carried out in accordance with the [Critical Time Intervention Model](#); and
- an overall demonstration of need.

Limit response to 1,000 words.

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

5. Quality of Service Questionnaire

The applicant shall provide a brief (*300 words or less*) response to each question below.

1. Describe how the project will ensure privacy and confidentiality, including where data will be stored, who will have access to the data collected, and how the identity of participants will be kept private, for example through the use of coding system on data records, limiting access to record, or storing identifiers separately from data. (Recipients must maintain the confidentiality of alcohol and drug abuse client records according to the provisions of **Title 42 of the Code of Federal Regulations, Part II.**)
2. Explain how the organization will obtain consent for youth, the elderly, people with limited reading skills, and people who do not use English as their first language. Describe how the consent will be documented. For example: Will you read the consent forms? Will you ask prospective participants questions to be sure they understand the forms? Will you give them copies of what they sign? (**Attachment:** sample consent forms that provide for: (1) informed consent for participation in service intervention; (2) informed consent for participation in the data collection component of the project; and (3) informed consent for the exchange (releasing or requesting) of confidential information.)
3. Describe how the provider will integrate innovative and evidence based treatment services into this project. Include a description of how the project will facilitate connections to health insurance, SSI, SSDI, Medicaid, and other mainstream resources, including Veteran's Health Administration and senior services.
4. Describe the procedure for assessing participant's needs and making referrals to other service providers, including how the project will provide recovery support services.
5. Describe how the organization will periodically review performance data and report on the progress addressing the goals and objectives of this project.
6. Explain the organizations experience completing projects of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization and key personnel to administer the project and oversee all compliance requirements. (**Attachment:** position descriptions for Project Director and all key personnel. Position descriptions should be no longer than one page each. For staff members who have been identified include a biographical sketch for the project director and other key position. Each sketch should be two pages or less.)
7. Describe how the project will be implemented within four months after the grant award.
8. Describe how the organization will continue to provide services as part of the project if the funding was reduced or lost.

6. Budget Narrative

Recipients must utilize third party and other revenue realized from provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

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

- Identify sources of revenue funds, which are anticipated for the period of the grant.
- Describe and justify the proposed 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 applicants overall budget, including other services or programs and funding sources, general management and oversight budget, overhead/indirect rates charged to grant sources, and chart of key project staff, including a description of their duties and qualifications must be attached following the Budget Narrative.

7. Budget Form

Complete each line as applicable to the proposed project.

Personnel Expenses					
Position Title	Annual Salary/Rate	Fringe Benefit Rate	Level of Effort <i>(the % of time this position will be dedicated to this project)</i>	Total Salary Charged to Award	Total Fringe Charged to Award
<i>Total Fringe Benefits Charged to Award</i>					
<i>Total Salaries Charged to Award</i>					
Subtotal of Personnel Expenses					
Travel and Supply Expenses					
Description <i>I.E. laptop, phone, training, etc.</i>	Rate			Total Travel and Supplies Charged to Award	
Subtotal of Travel and Supply Expenses					
Other Expenses					
Description <i>I.E. Rent, Client Incentives, etc.</i>	Rate			Total Other Expenses Charged to Award	
Subtotal of Other Expenses					

TOTAL Proposed BUDGET	\$ -
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The proposed budget will be used in scoring projects related to funding award decisions. If selected for funding, new budgets may be requested based on the actual funding sources' budget requirements and eligible costs.

Applicant Representative Signature/Title:

Date:

8. Project Outcomes

Goal

A goal is a broad statement about the long-term expectation of what should happen as a result of your program (the desired result). It serves as the foundation for developing your program objectives. Goals should align with the statement of need that is described. Goals should only be one sentence.

Objective

Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2019, 75% of program participants will be placed in permanent housing.”

9. Data Collection

Describe the organizations plan for data collection, consider addressing the following points:

- The electronic data collection software that will be used;
- How often data will be collected;
- The organizational processes that will be implemented to ensure the accurate and timely collection and input of data;
- The staff that will be responsible for collecting and recording the data;
- The data source/data collection instruments that will be used to collect the data;
- How well the data collection methods will take into consideration the language, norms and values of the population(s) of focus;
- How will the data be kept secure;
- If applicable, how will the data collection procedures ensure that confidentiality is protected and that informed consent is obtained; and
- If applicable, how data will be collected from partners, sub-awardees.

(Attachment: Data Collection Instruments/Interview Protocols – If you are using standardized data collection instruments/interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument/protocol. If the data collection instrument(s) or interview protocol(s) is/are not standardized, you must include a copy in Attachment.)

The following chart may be used to describe data collection and performance measurement in lieu of a narrative response to the points above.

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis

10. Required Attachments

- Documentation of two years’ experience and compliance with state and local licensing and accreditation requirements
- Data Collection Instruments/Interview Protocols
- Sample Consent Forms
- Applicants Annual Operating Budget
- Position Descriptions and Biographical Sketches for Project Director and Key Project Staff
- Documentation of National Best Practices or Evidence Based Program design (if applicable)

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>
<u>Project Name:</u>	
<u>Project Applicant:</u>	
<u>Total Funding Requested:</u>	
Table of Contents (COMPLETENESS CHECKLIST)	1
1. Applicant Information	
2. Project Information	
3. Certification	
4. Project Description	
5. Quality of Service Questionnaire	
6. Budget Narrative	
7. Form	
8. Project Outcomes	
9. Data Collection	
10. Required Attachments	
a. Documentation of two years' experience and compliance with state and local licensing and accreditation requirements	
b. Data Collection Instruments/Interview Protocols	
c. Sample Consent Forms	
d. Organizations Annual Operating Budget	
e. Position Descriptions and Biographical Sketches for Project Director and Key Project Staff	
f. Documentation of National Best Practices or Evidence Based Program design (if applicable)	

SECTION VI: APPENDICES

Appendix 1 - HUD Definition of Homeless



Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (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> (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
	Category 2	Imminent Risk of Homelessness	(2) Individual or family who will imminently lose their primary nighttime residence, provided that: <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	(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: <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	(4) Any individual or family who: <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing



Homeless Definition

RECORDKEEPING REQUIREMENTS



<p>Category 1</p> <p>Literally Homeless</p>	<ul style="list-style-type: none"> • Written observation by the outreach worker; <u>or</u> • Written referral by another housing or service provider; <u>or</u> • Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> ○ discharge paperwork <u>or</u> written/oral referral, <u>or</u> ○ written record of intake worker’s due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution 	
	<p>Category 2</p> <p>Imminent Risk of Homelessness</p>	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> • For individual and families leaving a <u>hotel</u> or <u>motel</u>—evidence that they lack the financial resources to <u>stay</u>; <u>or</u> • A documented and verified oral statement; <u>and</u> • Certification that no subsequent residence has been identified; <u>and</u> • Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	<p>Category 3</p> <p>Homeless under other Federal statutes</p>	<ul style="list-style-type: none"> • 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> • Certification of no PH in last 60 days; <u>and</u> • 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> • Documentation of special needs <u>or</u> 2 or more barriers
	<p>Category 4</p> <p>Fleeing/ Attempting to Flee DV</p>	<ul style="list-style-type: none"> • <i>For victim service providers:</i> <ul style="list-style-type: none"> ○ 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. • <i>For non-victim service providers:</i> <ul style="list-style-type: none"> ○ 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> ○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> ○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

Appendix 2 – Sample Contract Document

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

STANDARD NONPROFIT/GOVERNMENT CONTRACT

**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 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. Subrecipient 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 **2018** and end, **2019** 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 **\$0.00**. 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	<u>Unit Rate:</u> Unit Description	<u>Unit Rate:</u> Units purchased by County	<u>Unit Rate:</u> Unit rate reimbursed by County	Total
	<u>Line Item:</u> Approved Budget Category	<u>Line Item:</u> Annual Budget Amount	<u>Line Item:</u> N/A	

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. In addition, Lee County may not fund program if revenues significantly exceed expenses.

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 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, 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.**
- EXHIBIT 10- Current Board of Directors Roster**

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 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 – 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 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).

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 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 – 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 **namimg 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. 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 25%, Lee 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 25%, Lee 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
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:

- 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 County 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 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.
- R. 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 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 and Veterans 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 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 Specialist
 Agency: Human and Veterans 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

 Title

OR _____
 Name (printed/typed)

 Signature

 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.

SAMPLE

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 LEE**

The foregoing instrument was acknowledged before me this ___ day of _____, 2018,

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)

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

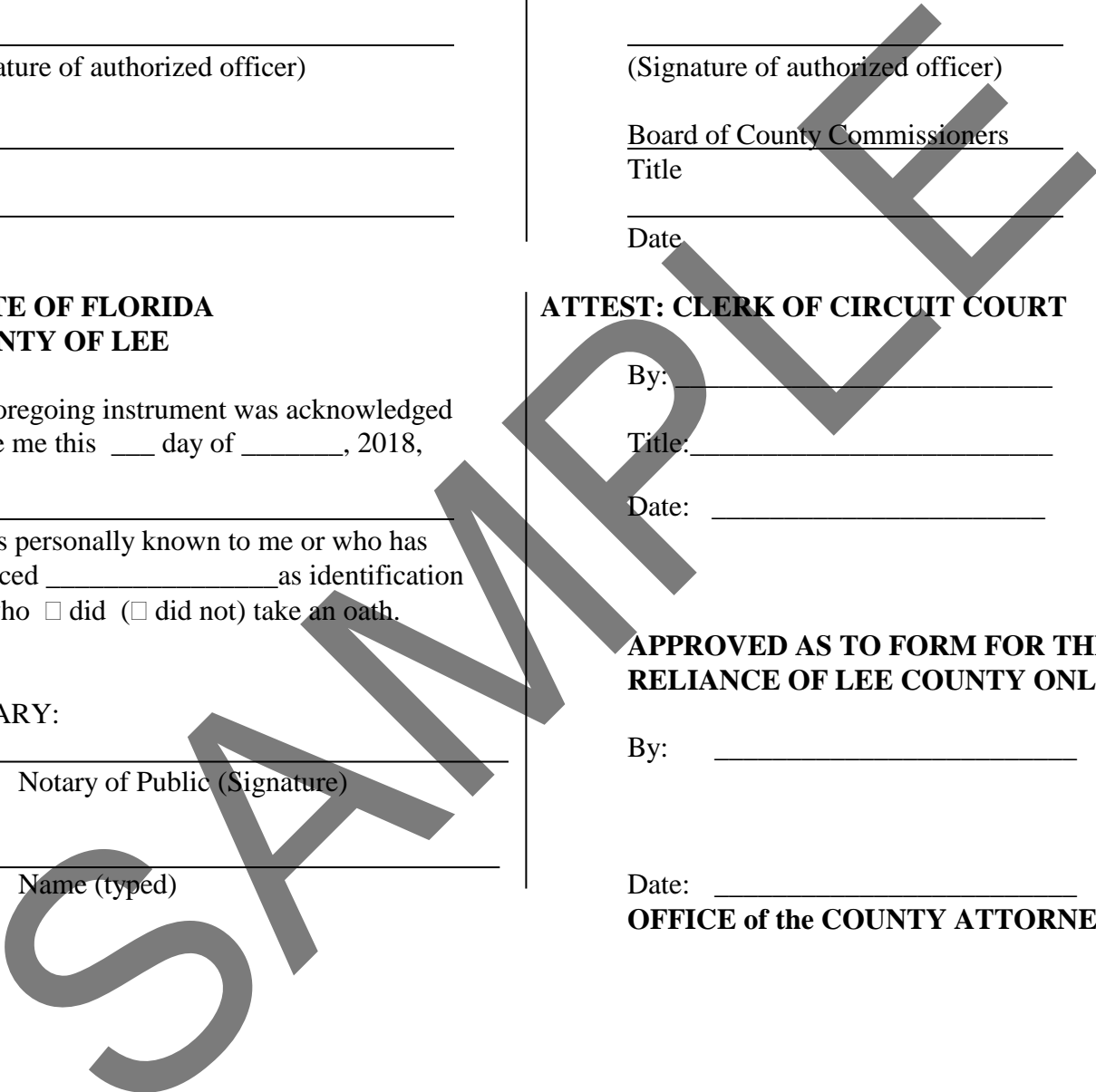
Date: _____

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

By: _____

Date: _____

OFFICE of the COUNTY ATTORNEY



Appendix 3 – Project Ranking Tool

Project Scoring

Please enter your score for each scoring criteria based on the project proposal. While most scoring factors are related to specific questions, reviewer may consider all elements of the proposal to determine score for each item. Please use only whole and half points.

Agency Capacity to Administer Project

Applicant has administered a project of similar size and scope. Maximum Point Value: 10									
Applicant's over operating budget and chart of key project staff demonstrate adequate capacity to complete the proposed project. Maximum point value: 10									

Project Proposal

The following elements are directly stated in the NOFA within the project description and quality of service sections.

Privacy and Confidentiality: The project will ensure privacy and confidentiality, the organization has existing systems to ensure client privacy. Maximum Point Value: 5									
Consent: The project will obtain client consent and has existing consent forms. Maximum Point Value: 5									
Innovation and Best Practices: The project is innovative, and addresses needs in manner not already found within the County, or needs for a population not currently being served in the County. The project is designed around a national best practice or existing evidence based program. Maximum Point Value: 10									
Agency's Capacity and Experience: The agency has at least 24 months experience assessing participant needs, providing services, and making "soft hand-offs" when referrals are required. Maximum Point Value: 10									
Timeliness: The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period. The project will begin providing services within four months of grant award. Maximum Point Value: 10									
Budget and Anticipated Revenue: The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate revenue from third party sources is identified. Maximum Point Value: 10									
Project Outcomes and Data Collection: The organization has set SMART goals and objectives for the project, and has a clear plan to collect and assess data. Maximum Point Value: 10									
Proposal Presentation: The proposal is organized, and adheres to instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. Maximum Point Value: 5									
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Available Points = 50									
Rank:	1	1	1	1	1	1	1	1	1

Reviewer Signature

Date of Review

Reviewer Name

Committee Member's Overall Observations/Concerns: