



**Request for Applications (RFA)
for Behavioral Health Providers
to support Lee County's 2023 Application for
Grants for the Benefit of Homeless Individuals**

**RFA Released
FRIDAY, JANUARY 27, 2023**

**Applications Due
WEDNESDAY, FEBRUARY 15 AT 5:00 PM**

**Applications must be submitted by email to
Tim Gillmore at tgillmore@leegov.com**

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

**It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time.
Applications received after 5:00 p.m. will be returned to the applicant and will not be considered.
This Document can be made available in alternative accessible formats upon request.**

Lee County Human and Veteran Services (HVS) 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) 2023 Grants for the Benefit of Homeless Individuals (Short Title: GBHI). The purpose of this program is to provide comprehensive, coordinated, and evidence-based treatment and services for individuals, including youth, and families with substance use disorders (SUDs) or co-occurring mental health conditions and SUDs (CODs) who are experiencing homelessness.

Required Activities

Award recipients must use SAMHSA's funds to support direct services for individuals with SUDs or CODs who are experiencing homelessness. This includes the following activities:

- Provide outreach and other engagement strategies to unsheltered (including encampments) and sheltered populations to increase access to, and participation and retention in, harm reduction, case management, treatment, and recovery support services.
- Provide direct SUD and mental health treatment. Treatment must be culturally appropriate, trauma-informed, and evidence-based and may be provided in outpatient, intensive outpatient, day treatment, or residential settings.
- Have access to or have the ability to partner with existing licensed Opioid Treatment Programs (OTPs), and [Office-Based Opioid Treatment](#) programs (OBOTs) to provide all forms of FDA-approved medications to treat opioid use disorder (MOUD). Recipients must ensure that individuals receiving MOUD are not excluded from any service.
- Provide evidence-based harm reduction practices such as rapid fentanyl test strip distribution, overdose education, naloxone, and other FDA approved overdose reversal medications as long as such purchases are consistent with the purposes of the program and consistent with other local, state, and federal laws.
- Provide case management that includes care coordination/service delivery planning and other strategies that support stability across services and housing transitions such as referral to primary care services, enrollment in Medicaid and other benefit programs (e.g., SSDI and SSI, TANF, SNAP, etc.), and other human and community-based services.
- Utilize staff with lived expertise to provide project services.
- Provide recovery support services including, but not limited to, recovery housing, childcare, vocational, educational, and transportation services designed to improve access and retention in services.
 - SAMHSA has identified four dimensions of recovery that include home, health, community, and purpose.¹ Important to maintaining and sustaining recovery is a safe and healthy living environment. While recovery housing programs vary widely in structure, they all provide an opportunity for individuals to build resources as they transition to living independently and productively in their community. Recovery housing programs should support and provide an individual's access to evidence-based treatment, including all forms of medication for SUDs in addition to other recovery support services if requested.
 - SAMHSA also expects recovery housing programs to implement standards and establish best practices for maintaining the safety and health of residents and the larger community. These best

¹ <https://www.samhsa.gov/find-help/recovery>

practices should include administrative, operational, property, and good neighbor perspectives. SAMHSA understands the regulation and certification of recovery housing programs varies based on state, locality, and model of care. In general, states regulate clinical services, while local governments regulate health and safety standards. Both state and local government regulations must adhere to federal laws and limits, such as the Americans with Disabilities Act and the Fair Housing Act.

- Award recipients must describe the mechanism in their jurisdiction that assures the recovery housing program is guided by any regulation, credentialing, or certification requirements, and demonstrate how the recovery housing program abides by these requirements set forth by the state or local government.
- Assist with identifying sustainable permanent housing by collaborating with homeless services organizations and housing providers, including public housing agencies. Coordinate with Lee County Continuum of Care (CoCs) to ensure that individuals and families are enrolled in the CoC Coordinated Entry System (CES).

Allowable Activities

Allowable activities are an allowable use of funds to support individuals with SUDs or CODs who are experiencing homelessness but are not required. Allowable activities may include:

- Provide training, screening, including laboratory screening and confirmatory testing, counseling, and treatment linkage as appropriate for Hepatitis C and other sexually transmitted infections.
- Initiate steps to reduce HIV/AIDS risk behaviors by clients. Steps include client screening and assessment, and/or direct provision of appropriate services or referral and coordination with other providers of appropriate services. For information on homelessness and HIV, viral hepatitis and other HIV/AIDS topics relevant to this program, reference the Health Resources and Services Administration Web page: <http://hab.hrsa.gov>, SAMHSA's advisories on [Behavioral Health Services For People Who Are Homeless, Screening And Treatment Of Viral Hepatitis In People With Substance Use Disorders](#), and the Office of Infectious Disease and HIV/AIDS Policy, <https://www.hhs.gov/oidp/index.html>.
- Provide limited in-reach services, such as outreach and screening, to identify incarcerated individuals who may experience homelessness upon release from a jail or detention facility and provide a post-release housing and behavioral health services plan.
- Provide training in evidence-based practices (EBPs) for service providers, such as medication for opioid use disorder (MOUD), motivational interviewing, intensive case management (ICM), community reinforcement approach (A-CRA), motivational interviewing or peer supports.
- Develop and implement tobacco cessation programs, activities, and/or strategies.
- Provide training on the [National CLAS standards](#) to service providers to increase awareness and acknowledgment of differences in language, age, culture, racial and ethnic disparities, socio-economic status, religious beliefs, sexual orientation and gender identity, and life experiences in order to improve the inclusiveness of the service delivery environment and ultimately improve behavioral health outcomes. (See also the [Behavioral Health Implementation Guide for CLAS](#)).
- Provide activities that address behavioral health disparities and the social determinants of health.
- Implement efforts aligned to the award that may expand diversity, equity, inclusion, and accessibility.

- Use data to understand who is served and disproportionately served (e.g., overserved or underserved).
- Develop and implement outreach and referral pathways that engage all demographic groups representative of Lee County.
- Infrastructure Development (maximum 10 percent of the total award for the budget period)
 - Developing partnerships with other providers for service delivery and stakeholders serving the population of focus, including those working with underserved and diverse populations.
 - Training/workforce development to help your staff or other providers in the community identify mental health or substance abuse issues or provide effective culturally and linguistically competent services consistent with the purpose of the program.
 - Policy development to support needed service system improvements (e.g., rate-setting activities, establishment of standards of care, adherence to the [Behavioral Health Guide for the National \(CLAS\) Standards in Health and Health Care](#), development/revision of credentialing, licensure, or accreditation requirements).²
 - Capitalizable infrastructure, such as computer systems/software, new buildings, or structural changes to existing facilities (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of existing facility) are recoverable as depreciation through an approved negotiated indirect cost rate or 10% de minimis rate in accordance with your organization’s existing capitalization/amortization policies.

Local Program Model

Lee County Human and Veteran Services will be submitting an application to the Substance Abuse and Mental Health Services Administration (SAMHSA) to carry out a Street Outreach and Treatment program *for the next 5 years*.

HVS is requesting applications from qualified behavioral health providers to assist in the implementation of the Street Outreach and Treatment program. **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 experiencing homelessness.

² For purposes of this RFA, efforts do not include activities designed to influence the enactment of legislation, appropriations, regulations, administrative actions, or Executive Orders (“legislation and other orders”) proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, and recipients may not use federal funds for such activities. This restriction extends to both grassroots lobbying efforts and direct lobbying. However, for state, local, and other governmental recipients, certain activities falling within the normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government are not considered impermissible lobbying activities and may be supported by federal funds.

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.
6. Utilize staff with lived expertise to provide project services.
7. Demonstrate the use of evidence-based practices. An evidence-based practice (EBP) refers to approaches to prevention, treatment, or recovery that are validated by documented research evidence. Applicants are encouraged to visit the SAMHSA Evidence-Based Practice Resource Center (www.samhsa.gov/ebp-resource-center) and SAMHSA's National Network to Eliminate Disparities in behavioral health (NNED) (<https://nned.net/>) to identify evidence-informed and culturally appropriate mental illness and substance use prevention and treatment practices that can be implemented in your project.

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 Tim Gillmore at tgillmore@leegov.com and be received no later than **5:00 pm, Friday, February 3, 2023**. HVS will compile all questions and answers, and post online no later than **5:00 pm, Tuesday, February 7, 2023**.

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

The organization of this RFA is as follows:

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

SECTION I: General Information

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 [2023 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. 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 \(GPR\) 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

Friday, January 27, 2023		HVS Issued Request for Applications (RFA)
Friday, February 3, 2023	5:00 PM	Deadline for questions regarding RFA
Tuesday, February 7, 2023	5:00 PM	Responses to RFA questions posted online
Wednesday, February 15, 2023	5:00 PM	SUBMISSION DEADLINE
Monday, February 20, 2023	1:00 PM	Evaluation and Ranking Committee Members will meet to score each project application using the published Scoring Criteria. Click here to join the meeting
Wednesday, February 22, 2023	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.

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):

- 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, however, funds may 'supplement' existing programs.

Eligible Activities

The following eligible activities are designated under this funding source:

- Behavioral health outreach, treatment, and recovery-oriented services
 - The population of focus for Lee County's Street Outreach and Treatment model will be substance use disorders (SUDs) or co-occurring mental health conditions and SUDs (CODs) who are experiencing homelessness. (See Appendix 1).
- Coordination of housing and services to support the implementation and/or enhance long-term sustainability of integrated community systems that provide permanent housing and supportive services
- Efforts to engage and connect individuals with SUD or COD, who are experiencing homelessness to resources for health insurance, Medicaid, and mainstream benefits programs (e.g., Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), etc.).

Data Collection Requirements

Recipients are required to report performance on measures including but not limited to: number of clients served, abstinence, stability in housing, crime or criminal justice involvement, employment/education, social connectedness, and health/behavioral/social consequences.

This information will be gathered using a uniform data collection tool provided by SAMHSA. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon award. An example of the required data collection tool (i.e., National Outcome

Measures (NOMs) or NOMS client level services tool) can be found at <https://spars.samhsa.gov/content/data-collection-tool-resources>. Data will be collected at three data collection points: intake, six months post-intake and discharge. Data are to be submitted through the specific online data collection tool within seven days of data collection or as specified after award. Award recipients will be provided with 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 program. In addition to these outcomes, performance measures collected by recipients will be used to demonstrate how SAMHSA's programs are reducing disparities in behavioral health access, retention, service use, and outcomes nationwide. As a result, SAMHSA may add additional reporting measures throughout the reporting period to meet these needs.

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

An evaluation is required to build the evidence base for this program. Recipients are required to participate fully in all aspects of the evaluation. This may include collection of additional client-level data and participation of sub-recipients. Details on the evaluation, including type of evaluation and research questions, will be provided upon award.

SECTION III: Funding Guidelines

Maximum total award amount: \$500,000

Minimum Funding Request

The minimum funding request for any project is **\$250,000**. HVS reserves the right to award more or less than the amount of funds requested based on funding available. Nothing in this RFA commits HVS to award funding to any applicant.

Data Collection, Performance Measurement, and Performance Assessment Costs

No more than 15 percent of the total award for each budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.

Applicants must provide anticipated outcomes for each of the 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 2024, 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](#) and [Homeless Management Information System Privacy Notice](#).

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 **Wednesday, February 22, 2023 at 5:00 pm.**

Post Award Requirements

If awarded, a contract will be executed by the Lee County Board of County Commissioners and administered by the HVS (See Sample Contract Document in Appendix 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 and Narrative

The narrative section of the application must be typed in black, single-spaced, using a font of Times New Roman 12, with all margins (left, right, top, bottom) at least one inch each. You may use Times New Roman 10 only for charts or tables. The narrative response must include:

- A. A summary identifying the population(s) of focus and statement of need
- B. An implementation plan that proposes to begin service delivery within four months of any award
- C. A description of the evidence-based services/practices that will be used
- D. A description of the relevant staff and organizational expertise/experience
- E. A data collection and management plan

The Narrative response must be formatted as follows:

SECTION A: Population of Focus and Statement of Need (25 points)

1. Identify and describe your population(s) of focus, specifically **individuals, including youth, and/or families with SUDs or CODs, who are experiencing homelessness**. Provide a demographic profile of the proposed population of focus in terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status. Funded services must be provided in Lee County.
2. Describe the extent of the problem in the catchment area, including service gaps, disparities, and document the extent of the need (i.e., current prevalence rates or incidence data) **for the population(s) of focus identified in your response to A.1 as it relates to the program**. Identify the source of any data cited.

SECTION B: Proposed Implementation Approach (30 points)

1. Describe the goals and measurable objectives the proposed project and align them with the Statement of Need described in A.2. Provide the following table:

Number of Unduplicated Individuals to be Served with Award Funds					
Year 1	Year 2	Year 3	Year 4	Year 5	Total

2. Describe how the proposed project aligns with Lee County CoC's goal of making homelessness in Lee County rare, brief, and non-recurring.
3. Describe how you will implement all of the Required Activities in Section II. If you plan to use funds for infrastructure development, describe how those funds will be used. The amount of funds used for infrastructure cannot exceed 10% of the total budget.
4. If you are proposing to use funds for recovery housing, you must describe the mechanism in your jurisdiction that assures the recovery housing program is guided by regulation, credentialing, or certification requirements. In addition, you must discuss how the recovery housing program abides by these

requirements. If you are not proposing use funds for recovery housing indicate so in your response.

5. Provide a chart or graph depicting a realistic timeline for the entire 5 years of the project period showing dates, key activities, and responsible staff. These key activities must include the requirements outlined in Section II **NOTE**: Be sure to show that the project can be implemented, and service delivery can begin as soon as possible and no later than **four months** after the award.
6. Describe how the organization will continue to provide services as part of the project if the funding was reduced or lost.

SECTION C: Proposed Evidence-Based Service/Practice (15 points)

1. Identify the Evidence-Based Practice(s) (EBPs), evidence-informed, and/or culturally promising practices that will be used. Discuss how each intervention chosen is appropriate for your population(s) of focus and the outcomes you want to achieve. Describe any modifications (e.g., cultural) that will be made to the EBP(s) and the reason the modifications are necessary. If you are not proposing any modifications, indicate so in your response.
2. Describe your organization's experience in implementing the practices described.
3. Describe how the project will facilitate connections to health insurance, SSI, SSDI, Medicaid, and other mainstream resources.
4. Describe how you will monitor and ensure fidelity of the EBPs, evidence-informed and/or promising practices that will be implemented.

SECTION D: Staff and Organizational Experience and Expertise (10 points)

1. Describe the experience of your organization with similar projects and/or providing services to the population(s) of focus for this RFA. Identify other organization(s) that you will partner with in the proposed project. Describe their experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. If applicable, Letters of Commitment from each partner must be included with your application. If you are not partnering with any other organization(s), indicate so in your response.
2. Provide a complete list of staff positions for the project, including the Key Personnel (Project Director and Evaluator) and other significant personnel. For each staff member describe their:
 - a. Role,
 - b. Level of Effort, and
 - c. Qualifications, to include their experience providing services to the population(s) of focus and familiarity with their culture(s) and language(s).
3. Describe whether any listed staff members have lived expertise in recovery from SUDs, CODs, and/or homelessness, and to what extent the inclusion of such persons will be a factor in any hiring processes related to this grant funding

SECTION E: Data Collection and Performance Measurement (20 points)

1. Provide specific information about how you will collect the required data for this program and how such

data will be utilized to manage, monitor, evaluate, and enhance the program. Describe your quality improvement efforts and explain how you will use the data to address your identified behavioral health disparity(ies).

2. Recipients are required to report on their progress addressing the goals and objectives identified in your Project Narrative. 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 project. The project performance 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.
3. In describing your plan for data collection, consider addressing the following points:
 - a. Frequency of data collection
 - b. Organizational processes that will be implemented to ensure the accurate and timely collection and input of data.
 - c. Staff that will be responsible for collecting and recording the data.
 - d. Data source and data collection instruments that will be used to collect the data.
 - e. How well the data collection methods will take into consideration the language, norms, and values of the population(s) of focus.
 - f. Explain how consent from youth, elderly, people with limited reading skills, and people whose first language is not English will be obtained
 - g. Processes and policies to keep data secure.
 - h. If applicable, the data collection procedures to ensure that confidentiality is protected and that informed consent is obtained.
 - i. If applicable, data collection procedures from partners and/or sub-recipients.
4. It is not necessary to provide information related to data collection and performance measurement in a table, but the following samples may give you some ideas about how to display the information.

Table 1 *[provides an example of how information for the required performance measures could be displayed]*

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

Table 2 *[provides an example of how information could be displayed for the data that will be collected to measure the objectives that are included in B.1]*

Objective	Data Source	Data Collection Frequency	Responsible Staff for Data Collection	Method of Data Analysis
Objective 1.a				
Objective 1.b				

5. In describing your plan for data management and performance monitoring, applicants should consider and address:
 - a. Data protection policies and procedures, including information about storage, retention, and access.
 - b. Frequency of reviews and monitoring of performance data

- c. Staff conducting data analysis, including evaluation.
 - d. Data analysis methods and how you will use data to monitor and evaluate activities and processes.
 - e. Staff responsible for completing reports.
 - f. How data will be reported to staff, stakeholders, SAMHSA, an Advisory Board, and other relevant project partners.
6. In describing how data will be used to enhance the project/ Quality Improvement (QI), applicants should consider and address:
- a. If applicable, the QI model that will be used.
 - b. How will the QI process be used to track progress?
 - c. Staff responsible for overseeing QI processes.
 - d. Details of how to implement any needed changes to project implementation and/or project management.
 - i. What decision-making processes will be used??
 - ii. When and by whom will decisions be made concerning project improvement?
 - iii. What are the thresholds for determining that changes need to be made?
 - iv. Will the Advisory Board have a role in the QI process?
 - v. How will the changes be communicated to staff and/or partners/sub-recipients?

Limit response to 10 pages.

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

5. Detailed Budget and Narrative Justification (10 points)

Applicants are required to complete the SAMHSA Detailed Budget and Narrative Justification form, available online at [Application Forms and Resources | SAMHSA](#) under the heading “SAMHSA Budget Template” section. You must download the budget template PDF to your computer first before opening it directly in Adobe Acrobat or Acrobat Reader (not your internet browser):

1. The Budget Narrative and justification must be consistent with and support the Project Narrative.
2. The Budget Narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how that cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotations received from vendors, or historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.
3. The following documents provide guidance on using the budget template: [Key Features of the Budget Template](#), [Budget Template Users Guide](#)
4. The following PDFs are samples of detailed budgets and narrative justification: [Sample SF-424 - New Awards \(PDF | 1.3 KB\)](#), [Sample Budget – NON-MATCH \(PDF | 697 KB\)](#)
5. Budget Cost Categories

- a. Personnel Costs: Explain personnel costs by listing each staff member who will be working directly on the award by name (if possible), position title, percentage level of effort or proposed hours and annual salary. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or **\$203,700**. An individual's base salary, per se, is NOT constrained by the statutory provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to SAMHSA awards and cooperative agreements. The salary limitation does not apply to consultants but does apply to all subawards and subcontracts. **Note**: If an organization is selected for an award and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk. If SAMHSA's review of the Key Personnel request results in the proposed individual not being approved or deemed not qualified for the position, the expectation is that the organization must submit a qualified candidate to be placed in the Key Personnel position. SAMHSA will not be liable for any costs incurred or pay for salaries of a Key Personnel that is not approved or deemed not qualified for the program.
- b. Fringe Benefits: Fringe benefits typically include items, such as health insurance, taxes, unemployment insurance, life insurance, retirement plans, tuition reimbursement and paid absences. Fringe benefits are recoverable in accordance with an organization's federally approved indirect cost rate agreement, if applicable, or the organization's accounting practices, provided those practices are consistent with federal cost principles and result in a fair and equitable allocation of fringe benefits.
- c. Travel: List travel costs according to local and long-distance travel. For local travel, outline the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel. The budget should also reflect the travel expenses (e.g., airfare, lodging, parking, per diem, etc.) for each person and trip associated with participating in meetings and other proposed trainings or workshops. Name the traveler(s) if possible, describe the purpose of the travel, provide number of trips involved, the destinations, and the number of individuals for whom funds are requested.
- d. Equipment: List equipment costs and provide justification for the need of the equipment to carry out the program's goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of items that meet the definition of equipment (a unit cost of \$5,000 or more and a useful life of one or more years). For example, large items of medical equipment.
- e. Supplies: Include the programmatic items necessary to implement the proposed project (e.g., examination gloves, etc.). Conversely, general office supplies (e.g., paper, pencils, etc.) should be recovered through a federally-approved indirect cost rate or de minimis rate. Per 45 CFR § 75.321, property will be classified as supplies if the acquisition cost is under \$5,000. Note that items such as laptops, tablets, and desktop computers are classified as a supply if the value is under the \$5,000 equipment threshold.
- f. Vendor Contracts/Subawards & Subcontracts/Consortiums/Consultants: Provide a clear explanation as to the purpose, the basis for how costs were estimated, and the specific deliverables. You are responsible for ensuring that your organization has adequate procurement and merit review systems with fully developed written procedures for awarding and monitoring vendor contracts and subawards/subcontracts, respectively. Recipients must notify potential subrecipients to register in SAM and provide the recipient with their UEI number (see 2 CFR part 25). For consultant services, list the total costs for all consultant services. In the budget narrative, identify each consultant, the services he/she will perform, total number of days, travel costs, and total estimated costs. **Note**: To assist with classifying costs and relationships, note that vendor contracts

are for the purpose of obtaining goods and services (i.e., examination gloves provided by a medical supply company). Conversely, subawards/subcontracts are for the purpose of carrying out a portion of a federal award (i.e., a health care clinic providing substance use treatment services directly to patients). Your organization must ensure proper classification of costs and relationships. For subrecipient relationships, your organization must ensure written subaward/subcontract agreements are in place. These written agreements must require that subrecipients comply with the same terms and conditions as the prime recipient, as applicable (i.e., financial management requirements, audit requirements, etc.) In other words, the requirements imposed on the prime recipient must “flow down” to subrecipients. Written agreements should also describe the scope of work, deliverables, etc.

- g. Other: Include all costs that do not fit into any other category and provide an explanation of each cost in this category (e.g., provider licenses, dedicated space rental, etc.).
- h. Indirect Costs: Indirect costs are those costs incurred for common or joint objectives which cannot be readily and specifically identified with a particular project or program but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. For some institutions, the term “facilities and administration” (F&A) is used to denote indirect costs. *Applicants may request full indirect costs, subject to statutory and regulatory limitations.* Applicants may request full indirect costs, subject to statutory and regulatory limitations, and submission of an approved Negotiated Indirect Cost Rate Agreement (NICRA) established by the cognizant Federal agency (typically the agency that provides the most funds). If indirect costs are claimed, a copy of the NICRA must be submitted with the application. If unable to obtain a NICRA from the cognizant agency at the time of application, the applicant may elect to recover indirect costs using a de minimis rate as explained below. Otherwise, the applicant may only be reimbursed for allowable direct costs. Violation of cost accounting principles is not permitted when re-budgeting or charging costs to awards. Rather, costs must be consistently charged as either indirect or direct costs. *Applicants may elect a 10% de minimis indirect cost rate, subject to statutory and regulatory limitations.* Applicants who cannot obtain a NICRA from their cognizant Federal agency at the time of application may elect a 10% de minimis rate, subject to statutory and regulatory limitations. The 10% *de minimis* rate may be used indefinitely and should be applied to Modified Total Direct Costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award.) MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Violation of cost accounting principles is not permitted when charging costs to awards. Rather, costs must be consistently charged as either direct or indirect costs. Additionally, once elected, the 10% *de minimis* rate must be applied to all existing awards. If the cognizant agency issues a NICRA subsequent to the award, the negotiated rate may *not* be retroactively applied. Waived Indirect Costs – An applicant may elect not to request recovery of indirect costs. If so, the applicant should write None Requested in the same space allotted for Item J of the budget sheet.

6. Required Attachments

1. Documentation of two years' experience and compliance with state and local licensing and accreditation requirements
2. 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)
3. Sample Consent Forms
 - (Forms to be submitted include, as appropriate, 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.)
4. Annual Operating Budget
5. Position Descriptions and Biographical Sketches for Project Director and Key Project Staff
 - Biographical Sketch
 - Existing curricula vitae of project staff members may be used if they are updated and contain all items of information requested below. You may add any information items listed below to complete existing documents. For development of new curricula vitae include items below in the most suitable format:
 - Name of staff member
 - Educational background: school(s), location, dates attended, degrees earned (specify year), major field of study
 - Professional experience
 - Recent relevant publications
 - Position Description
 - Title of position
 - Description of duties and responsibilities
 - Qualifications for position
 - Supervisory relationships
 - Skills and knowledge required
 - Amount of travel and any other special conditions or requirements
 - Salary range
 - Hours per day or week
6. Documentation of National Best Practices or Evidence Based Program design (if applicable)

7. 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 and Narrative	
5. Detailed Budget and Narrative Justification	
6. 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 – Project Ranking Tool

FY 2023 Lee County GBHI Project Ranking Tool

<i>This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).</i>			
	Agency 1	Agency 2	Agency 3
Application was submitted by deadline. <i>If no, ineligible to apply.</i>			
Applicant has met the threshold requirements outlined in the current year RFA. <i>If no, ineligible to apply.</i>			
Applicant provided all required attachments. <i>If no, ineligible to apply.</i>			
Organization is NOT listed on the excluded parties list. <i>If no, ineligible to apply.</i>			
Application is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i>			
Eligible to Apply			
HVS Review Staff Initial: Date of Threshold Review:			

Project Scoring

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

	Agency 1	Agency 2	Agency 3
<p>Narrative Section A: Population of Focus and Statement of Need Maximum Point Value: 25</p> <p>20-25 Points: The proposed project clearly identifies a population of focus and makes a clear statement of need. The description of the population clearly identifies service gaps, disparities, and documents the extent of the need for the population of focus. The description is supported by reliable, well sourced data.</p> <p>10-19 Points: The proposed project identifies a population of focus and makes a statement of need. The description of the population of focus identifies service gaps, disparities, and documents the extent of the need for the population of focus but lacks specificity. The description is supported by data.</p> <p>0-9 Points: The proposed project does not clearly identify a population of focus or make a clear statement of need. The description of the population of focus does not identify service gaps, disparities, or does not document the extent of the need. The descriptions are not supported by data.</p>			

<p>Narrative Section B: Proposed Implementation Approach Maximum Point Value: 30</p> <p>25-30 Points: The goals and measurable objectives clearly state the number of Unduplicated Individuals to be served with the Award Funds. The goals and objectives clearly align with the statement of need in Section A and align with Lee County CoC's goal of making homelessness in Lee County rare, brief, an non recurring. The narrative includes a clear, detailed, and realistic timeline for the entire 5 years of the project period showing dates, key activities, and responsible staff.</p> <p>15-24 Points: The goals and measurable objectives clearly state the number of Unduplicated Individuals to be served with the Award Funds. The goals and objectives somewhat align with the statement of need in Section A and/or somewhat align with Lee County CoC's goal of making homelessness in Lee County rare, brief, an non recurring. The narrative includes a realistic timeline for the entire 5 years of the project period showing dates, key activities, and responsible staff.</p> <p>0-14 Points: The goals and objectives are not clearly stated, do not align with Lee County CoC's goal of making homelessness in Lee County rare, brief, an non recurring. The narrative does not provide a realistic, detailed timeline.</p>			
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<p>Narrative Section C: Proposed Evidence-Based Service/Practice Maximum Point Value: 15</p> <p>12-15 Points- The narrative clearly identifies Evidence based, evidence-informed, and/or culturally promising practices that will be used and explains how each intervention chose is appropriate for the population of focus and the desired outcomes. The narrative describes any necessary modifications (e.g., cultural) that will be made to the EBP(s) and the reason the modifications are necessary, and describes how the organization will monitor and ensure fidelity of those practices. The narrative describes how the applicant has at least two years' experience utilizing the proposed EBPs in Lee County.</p> <p>6-11 Points- The narrative clearly identifies Evidence based, evidence-informed, and/or culturally promising practices that will be used and explains how each intervention chose is appropriate for the population of focus and the desired outcomes. The narrative does not clearly describe any necessary modifications (e.g., cultural) that will be made to the EBP(s), the reasons any modifications are necessary, or does not clearly describe how the organization will monitor and ensure fidelity of those practices. The applicant has less than two years' experience utilizing the proposed EBP in Lee County.</p> <p>0-5 Points- The narrative does not clearly identify Evidence based, evidence-informed, and/or culturally promising practices that will be used and/or does not explain how such intervention is appropriate for the population of focus and the desired outcomes. The narrative does not clearly describe any necessary modifications (e.g., cultural) that will be made to the EBP(s), the reasons any modifications are necessary, or does not clearly describe how the organization will monitor and ensure fidelity of those practices.</p>			
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Narrative Section D: Staff and Organizational Experience and Expertise
Maximum Point Value: 10

7-10 Points- The narrative describes the extensive experience that the applicant has with similar projects and/or providing services to the population(s) of focus for this RFA. The narrative identifies other organization(s) that the applicant will partner with in the proposed project and describes that organization's extensive experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. Letters of Commitment from each partner were included with the application. The narrative provides a complete list of staff positions for the project including Key Personnel. The Key Personnel are well qualified and have extensive experience providing services to the populations of focus and familiarity with their culture(s) and language(s). The staff includes persons with lived expertise.

3-6 Points- The narrative describes experience that the applicant has with similar projects and/or providing services to the population(s) of focus for this RFA. The narrative identifies other organization(s) that the applicant will partner with in the proposed project and describes that organization's experience providing services to the population(s) of focus, and their specific roles and responsibilities for this project. Letters of Commitment from each partner were included with the application. The narrative provides a complete list of staff positions for the project including Key Personnel. The Key Personnel are qualified and have experience providing services to the populations of focus and familiarity with their culture(s) and language(s). The staff may not currently include persons with lived experience, but the narrative proposes to include persons with lived experience as staff post-award.

0-2 Points- The applicant lacks experience with similar projects and/or providing services to the population(s) of focus for this RFA. The narrative does not identify other organization(s) that the applicant will partner with in the proposed project and/or that organization lacks experience providing services to the population(s) of focus, and/or the narrative does not explain their specific roles and responsibilities for this project. Letters of Commitment from each partner were included with the application. The narrative does not provide a complete list of staff positions for the project or the Key Personnel are not qualified or lack experience providing services to the populations of focus and familiarity with their culture(s) and language(s). The staff does not currently include persons with lived experience, and the narrative does not propose to include persons with lived experience as staff post-award.

<p>Narrative Section E: Data Collection and Performance Measurement Maximum Point Value: 20</p> <p>15-20 Points- The narrative provides a detailed plan for data collection that accounts for security, accuracy, timeliness, completeness, as well as considerations for the language, norms, and values of the populations of focus. The narrative describes a clear plan for obtaining consent for data collection from program participants. The narrative describes how that data will be utilized to manage, monitor, evaluate, and enhance the program, and how the data will be used to address behavioral health disparities. The organization has extensive experience collecting, securing, and utilization data in similar programs.</p> <p>7-14 Points- The narrative provides a plan for data collection that accounts for security, accuracy, timeliness, completeness, as well as considerations for the language, norms, and values of the populations of focus. The narrative describes a plan for obtaining consent for data collection from program participants. The narrative describes how that data will be utilized to manage, monitor, evaluate, and enhance the program, and how the data will be used to address behavioral health disparities. The organization has some experience collecting, securing, and utilization data in similar programs.</p> <p>0- Points- The narrative does not provide a plan for data collection that adequately accounts for security, accuracy, timeliness, completeness, as well as considerations for the language, norms, and values of the populations of focus. The narrative does not describe a plan for obtaining consent for data collection from program participants. The narrative does not adequately describe how that data will be utilized to manage, monitor, evaluate, and enhance the program, and how the data will be used to address behavioral health disparities. The organization lacks experience collecting, securing, and utilization data in similar programs.</p>			
<p>Detailed Budget and Narrative Justification Maximum Point Value: 10 Points</p> <p>7-10 Points- The Budget Narrative is concrete, specific, and consistent the Project Narrative. The budget provides a justification for the basis of each proposed cost in the budget and how the cost was calculated. The proposed costs are reasonable, allowable, allocable, and necessary for the supported activity.</p> <p>3-6 Points- The Budget Narrative is consistent with the Project Narrative but lacks specificity. The budget lacks sufficient justification for the basis of some of the proposed costs in the budget and/or does not adequately explain how the cost was calculated. The proposed costs are reasonable, allowable, allocable, and necessary for the supported activity.</p> <p>0 Points- The proposed costs are not reasonable, allowable, allocable, and necessary for the supported activity.</p>			
Total	0.00	0.00	0.00

Total Available Points = 110

Reviewer Signature

Reviewer Name

Committee Member's Overall Observations/Concerns:

Appendix 2 – Sample Contract Document

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

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

ARTICLE I: SCOPE OF SERVICES

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

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

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

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

ARTICLE II: TERM OF CONTRACT

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

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

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

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

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

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 40% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

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

B. Deferred Payment/Return of Funds

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

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

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

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

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

EXHIBIT 1- Payment Request - Due: Monthly by the 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, Lee County will not pay for that service.

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

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

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

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

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

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

QuickBooks; Profit/Loss Statement.

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

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

2. Required Documents

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

D. Contract Closeout

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

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

B. Audits and Inspections

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

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

C. Records

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

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

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

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

D. Independent Audit

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

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

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

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

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

ARTICLE V: **AMENDMENTS**

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

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

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

ARTICLE VI: **CONTRACTOR STATUS**

A. Independent Contractor

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

B. Subcontracts

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

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

ARTICLE VII: CONFLICT OF INTEREST

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

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

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

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

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

B. Insurance Requirements

Insurance – Nonprofit Providers

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

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

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD

4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.

5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

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

C. Notice of cancellation or modification

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

ARTICLE IX: SUSPENSION/TERMINATION

A. Suspension

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

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

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

B. Termination by COUNTY

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

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

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

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

C. Termination by PROVIDER

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

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

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

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

IMMIGRATION LAWS:

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

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

OTHER REQUIREMENTS:

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

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

Additional information can be accessed at the following websites:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp
https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

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

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

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

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

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

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

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

Title

Title

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

ARTICLE XIV: SPECIAL PROVISIONS

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

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

STATE OF FLORIDA
COUNTY OF _____

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

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

ATTEST:
CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

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

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

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

By: _____

Date: _____
OFFICE of the COUNTY ATTORNEY

SAMPLE