

LEE COUNTY BOARD OF COUNTY COMMISSIONERS HUMAN AND VETERAN SERVICES

American Rescue Plan Act

Sub-recipient Agreement

with

Affordable Homeownership Foundation Inc.

January 1, 2022 - December 31, 2024

FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE AGREEMENT

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Name of sub-recipient: Affordable Homeownership Foundation Inc.

SAM Organization Identifier: S1DDGMBV3AG5

DUNS #: 085253818

ARPA Unique Identification Number: ARPA-DC311B2

Federal Award Identification Number: SLT-2390

Federal Award Date: June 14, 2021 (first payment/tranche received)

<u>Subaward Period of Performance</u>: Start Date: **January 1, 2022** Subaward Period of Performance: <u>End Date</u>: **December 31, 2024**

Total Amount Obligated by this Action: \$163,362.17

Total Federal Obligation by Lee County to Sub-recipient: (including this obligation)

\$163,362.17

Total Federal Award Commitments by Lee County to Sub-recipient: \$163,362.17

Award is R&D: NO

<u>Program Description:</u> On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID–19 and in their efforts to contain COVID–19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (C.R.F.).

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and restore jobs. The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue by using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;

- Provide premium pay for essential workers by offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Federal awarding agency: U.S. Department of Treasury

Pass-through entity: Lee County, FL

CFDA number: 21.027

CFDA name: Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

R&D designation: Non R&D

Should you have any question about this sub-award, please contact: Glen Salyer, Assistant

County Manager at 239-533-2221

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future COVID-19 funding from Lee County. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to Lee County Administration.

SUBRECIPIENT CONTRACT BETWEEN

THE LEE BOARD OF COUNTY COMMISSIONERS

AND AFFORDABLE HOMEOWNERSHIP FOUNDATION INC.

THIS AGREEMENT is entered into by Lee County, a charter county and political subdivision of the State of Florida, herein referred to as COUNTY and Affordable Homeownership Foundation Inc. whose address is 5264 Clayton Court, Suite 1, Fort Myers, FL 33907, herein referred to as SUBRECIPIENT.

RECITALS

WHEREAS, Lee County is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in Lee County; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations.

WHEREAS, Lee County accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term
This Agreement is effective on _____ and ends on December 31, 2024 unless terminated earlier in accordance with this Agreement.

The Subaward Period of Performance is from January 1, 2022 and ends on December 31, 2024.

The Subaward Budget Period is from <u>January 1, 2022</u> and ends on <u>December 31, 2024</u>.

Section 3. American Rescue Plan Act Funding

- a) The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID—19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID—19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.
- b) For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:
 - 1. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.
 - 2. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.
 - 3. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not-to-exceed \$163,362.17. The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds. SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

- c) SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.
- d) For each SUBRECIPIENT, the COUNTY will assess the risk to successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.

- e) The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.
- f) The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.
- g) The SUBRECIPIENT shall be responsible for indirect cost associated with this grant.
- h) SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments, including:
 - 1. ATTACHMENT A: PROJECT DETAILS Application, Budget and Eligible activities.
 - 2. ATTACHMENT B: REPORTING REQUIREMENTS Description of the reporting requirements. Additional United States Treasury reporting requirements may be identify and required after the execution of this agreement.
 - 3. ATTACHMENT C: EQUITY-BASED REQUIREMENT Description of the project's equitable design and implementation by addressing the program's equity goals, awareness, access and distribution, and outcomes.
 - 4. ATTACHMENT D: EVIDENCE-BASED REQUIREMENT Description of the supporting evidence or evidence-producing strategy related the project selection, design, and implementation.
 - 5. Award Payment:
 - a. All payments made under this Agreement shall be on a reimbursement basis. These reimbursement monies are from CFDA 21.027. In order to obtain reimbursement for expenditures, the SUBRECIPIENT must file with the COUNTY, through the portal, its request for reimbursement and any other information required to justify and support the payment request. Reimbursement requests may be submitted as frequently as monthly. The final reimbursement request is due on or before January 10, 2025, for costs incurred through December 31, 2024.
 - b. Reimbursement requests must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements,

false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- c. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the CSLFRF. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY'S sole discretion the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible.
- d. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
- e. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
- f. SUBRECIPIENT will retain any equipment purchased with CSLFRF funding through December 31, 2026.

Section 4. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Recapture of Expenses

- A. Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.
- B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.
- C. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later

- determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
- D. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to Lee County and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.
- E. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

Section 6. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents,

facility's goods and services of the SUBRECIPIENT and/or interview any clients and employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT 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 SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT 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 SUBRECIPIENT 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.

Section 8. Audits

- A. The COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- B. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable regulations and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.
- C. If the COUNTY elects to have the SUBRECIPIENT perform an audit, the SUBRECIPIENT must have all audits completed by an independent auditor, which is defined in § 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.
- D. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.
- E. Single Audit Requirements. SUBRECIPIENTS, that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of

all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is 5 years.

Section 10. Indemnification

SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

The provisions of this Section 11 shall survive the termination of this Agreement.

Section 11. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination.

Section 12. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 13. Equal Opportunity; Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 14. Governing Laws; Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Lee County, Florida.

Section 15. Public Records Law

This Agreement, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure. Social security numbers are collected, maintained and reported by the COUNTY must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Florida Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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.

Section 16. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 17. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to ARPA.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Roger Desjarlais County Manager PO Box 398 Fort Myers, FL 33902

As to SUBRECIPIENT:

Affordable Homeownership Foundation Inc. Lois M Healy, CEO 5264 Clayton Court, Suite 1 Fort Myers, FL 33907

Section 19. Risk Management

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, the BoCC, 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 SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'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, SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

The SUBRECIPIENT 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 SUBRECIPIENT and not of the COUNTY.

B. Insurance Requirements

Insurance – Nonprofit SUBRECIPIENTs

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

 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 (B.I.)

\$1,000,000 bodily injury per occurrence (B.I.)

\$500,000 property damage (PD) or

\$1,000,000 combined single limit (C.S.L.) of B.I. and P.D.

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 SUBRECIPIENT 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 (B.I.)

\$300,000 bodily injury per occurrence (B.I.)

\$100,000 property damage (PD) or

\$300,000 combined single limit (C.S.L.) of B.I. and P.D.

- 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.

Section 20. Disclaimer of Third Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 26. Entire Agreement

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: Affordable Homeowne	rship Foundation Inc.
BY: Lein Mealer Lois M Healy CEO	2/24/2022 Date
Name (print) ATTEST:	BOARD OF COUNTY COMMISSIONERS
CLERK OF CIRCUIT COURT	OF LEE COUNTY, FLORIDA
BY:	BY:Chair
	APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY
	County Attorney's Office

ATTACHMENT A: PROJECT DESCRIPTION AND BUDGET

Application and Budget attached following page 23.

PROJECT REPORTING

The reporting for this program must be done in HMIS in accordance with local policies and procedures.

https://csnlee.com/hmis/

PAYMENT REQUEST

Line-Item Contract (Exhibit 1) on page 23.

If a project cost overrun is identified, the SUBRECIPIENT must receive approval from the County before additional costs are incurred.

ELIGIBLE ACTIVITIES

A. Expense Category

Project(s) direct services must follow the restrictions from U.S Treasury rules and fit within the ARPA expense category: 3.11 Housing Support: Services for Unhoused Persons* ^

- * Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions.
- ^ Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities.

B. Back-up Project Eligible Use Justification:

- 31 CFR 35.6(b)(3)(ii)(A)(1) and (11) Final Rule pp. 418-421
- (ii) Responding to the negative economic impacts of the public health emergency for purposes including:
- (A) Assistance to households and individuals, including:
- (1) Assistance for food; **emergency housing needs**; burials, home repairs, or weatherization; internet access or digital literacy; cash assistance; and assistance accessing public benefits;
- (11) A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including:
 - (i) Services to address health disparities of the disproportionately impacted household, population, or community;
 - (ii) Housing vouchers and relocation assistance;

See also p. 82 of the Final Rule, which states:

Treasury Response: In response to requests for elaboration on the types of eligible services for eviction prevention, Treasury has provided further guidance that these services include "housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing," as well as "legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing."

See also p. 83 of the Final Rule, which states:

This eligible use category also includes emergency assistance for individuals experiencing homelessness, either individual-level assistance (e.g., rapid rehousing services) or assistance for groups of individuals (e.g., master leases of hotels, motels, or similar facilities to expand available shelter).

ATTACHMENT B: REPORTING REQUIREMENTS (Example)

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or Lee County identifies during the project.

- 1. Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Additional Information ATTACHMENT C: EQUITY-BASED REQUIREMENT
- 2. Community Engagement: Describe your communication, outreach, and engagement plan to make participants and the community aware of your project.
- 3. Evidence Based or Evidence Producing: If the project is an evidence-based practice, identify the source(s), the level of evidence, and explain how this project incorporates this principle.

If the project is an **evidence-producing** practice, identify related source(s) of your hypothesis and state your hypothesis clearly. Outline how evidence will be collected to validate that it presents as evidence-producing.

Additional Information – ATTACHMENT D: EVIDENCE-BASED REQUIREMENT See Treasury's Compliance and Reporting Guidance State and Local Fiscal Recovery Fund, https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

4. One-Time Reporting:

Organization Name
Business Type (IRS classification)
Nonprofit type (IRS classification)
IRS Determination Letter (if applicable, for nonprofits)
Tax ID#
DUNS #
Address (Physical)
Address Line 2
City, State, ZIP Code
Name of Organization's Main Contact
Phone (Main contact)
Email (Main contact)
Name of Person Responsible for this project.
Phone (Project contact)
Email (Project contact)
Organization Website Url
Provide a SHORT summary of your organization's mission.
Number of employees in Lee County?
Board member roster (Required for nonprofits.)
IRS Form 990 or equivalent (Required for nonprofits.)
Statement of Profit & Loss (Most recent year ended profit & loss comparative to prior year;
not the auditor's report.) (Required for nonprofits.)
Audit Report (Most recent audit if available) (Required for nonprofits)

Single Audit Report (if applicable)
Agency Budget (Your most recent year-ended profit & loss compared to budget). (Required
for nonprofits).
Provide a demographics summary of service for this project for the previous year. Summary
will show your organization capability to track service by demographics and your service
volumes. Summary may include # served by: geographic areas of the county, total served
from Lee County, totals by age, race, ethnicity, etc. (If available for nonprofits).
Attach copies of your policies and practices of internal controls related to the program
expenditure of program funds, record management (5-years required) (Required for
nonprofits).
Attach your statement of compliance with Title VI of the Civil Rights Act of 1964.
Does this project serve an economically disadvantaged community as defined by HUD's
Qualified Census Tract?
In what census tract(s) is the service provided? If the tract is unknown, in what area of the
county is the service provided?
Primary place (address) for service delivery/performance.
Are you able to measure or access data related to the economic characteristics of the primary
intended beneficiaries of your program or service? If yes, describe the methodology.
Certificate of Insurance

5. Quarterly Reporting: All data must be completed in HMIS, within 10 business days after the reporting period ends. https://csnlee.com/hmis/

Schedule:

Reporting Periods	Notes
Award Start Date - March 31, 2022	Due 10 working days after end of quarter
April 1, 2022 – June 30, 2022	
July 1, 2022 – September 30, 2022	
October 1, 2022 – December 31, 2022	
January 1, 2023 – March 31, 2023	
April 1, 2023 – June 30, 2023	
July 1, 2023 – September 30, 2023	
October 1, 2023 – December 31, 2023	
January 1, 2024 – March 31, 2024	
April 1, 2024 – June 30, 2024	
July 1, 2024 – September 30, 2024	
October 1, 2024 – December 31, 2024	
Close Out Report	Due January 10, 2025

A. Reimbursement requests will detail expenditures. This project will report expenditures after reimbursement requests are approved and payment is distributed.

B. Disadvantaged Communities Summary

Is project is serving an economically disadvantaged community?

How much of the grant has been expended to serve disadvantaged communities through program or service that is provided at a physical location in a <u>Qualified Census Tract</u> (for multi-site projects, if a majority of sites are within <u>Qualified Census Tract</u>);

How much of the grant has been expended to serve disadvantaged communities through program or service where the primary intended beneficiaries live within a <u>Qualified Census Tract</u>;

How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or

How much of the grant has been expended to serve disadvantaged communities through program or service

for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

C. Performance Success Summary

Performance Measure: Length of time persons remain homeless

• 30-90 days between project enrollment and placement into permanent housing.

Performance Measure: Extent to which persons who exit homelessness to permanent housing destinations return to homelessness

- 75% of clients that will remain housed after 6 months.
- 80% of clients that will remain housed after 12 months.
- 85% of clients that will remain housed after 24 months.

Performance Measure: Number of persons that are no longer homeless

• 110 of persons that will be housed

Performance Measure: Job and income growth

- 90% of clients that will increase their income.
- 85% of clients that will increase their unearned income.
- 90% of clients that will maintain their earned or unearned income.

ATTACHMENT C: EQUITY-BASED REQUIREMENT

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or Lee County identifies during the project.

Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Address the following:

a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?

- b. Awareness: How do you market the program to Lee County residents with equity in mind? How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

ATTACHMENT D: EVIDENCE-BASED REQUIREMENTS

SUBRECIPIENTS must briefly describe the goals of the project, and the evidence base for the interventions funded by the project.

a) Demonstrate that the intervention is implemented as a program evaluation, see OMB M-20-12. "Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Criteria requires the recipient to:

Required

- i. describe the evaluation design including whether it is a randomized or quasi experimental design;
- ii. state the key research questions being evaluated;
- iii. describe whether the study has sufficient statistical power to disaggregate outcomes by demographics;
- iv. post the evaluation publicly and link to the completed evaluation in the Recovery Plan;
- v. describe the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant)
- vi. after sufficient evidence of efficacy has been provided, determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project
- vii. Recipient may be selected to participate in a nation evaluation which would study the project along with similar projects.

Encouraged

- viii. Consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction. See OMB M-19-23
- b) <u>Strong Evidence-based interventions</u>- Is the intervention, based on a "well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes".
 - i. If yes, identify the program as "Strong Evidence Based", cite the study, summarize the findings, and provide the associations to the COUNTY program.
- c) <u>Moderate evidence-based interventions</u> the intervention is based on one or more quasiexperimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes.
- d) <u>Preliminary evidence</u> the intervention is based on conclusions drawn from a non-experimental study which demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program. (2) pre- and post-test research that determines whether beneficiaries havel improved on an intended outcome.

EXHIBIT 1 PAYMENT REQUEST Line Item Contract

Human and Veteran Services				Contract No	Agency:	Affordable Homeownership Foundation
Tiditian and Votesan October				Program: ARPA		5264 Ciayton Court, Suite 1
2440 Thompson Street				Contract Term:		Fort Myers, FL 33907
Ft. Myers, FL 33901				Reporting Period	Phone:	(239) 689-4944
submit by E-Mail: LMoisan@leegov.com	1				FAX:	
Oddinie by C. main Emercanio				Check appropriate line:	E-mail:	lois@offccdablehenes-norrelesfoundationing.cox
Phone: 239-533-2901				Regular Reimbursement	ARPA Project ID:	ARPA-DC311B2
FAX: 239-533-7960				Final Reimbursement		
Reports are due by the twentieth calend	ar day afte	er the end of the reportin	g period			
A. Approved Budget Categories		B. Approved Annual Budget Amount		C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
				s -		s -
	\$		<u>-</u>	-		
Total:	\$		-			<u> </u>
PROVIDER: signing this request, I certify to the b the request is true, complete, and ac disbursements and cash receipts are forth in the terms and condiditions o	curate, are for the p	nd the expenditures, ourposes and objective	s set		By signing below, I certify that to the bes	COUNTY USE ONLY st of my knowledge and abilities, the work and/ored, monitored or reviewed and appear to be in s, regulations, and approved County contract.
any false, fictitious, or fraudulent inf material fact, may subject me to crim for fraud, false statements, false clai Section 1001 and Title 31, Sections 3	ormation ninal, civil ms or oth	, or the omission of an lor administrative pena nerwise. (U.S. Code Titl	ıy alties	·	AUTHORIZED BY:	
Signature of				1	I	•

APPROVED AMOUNT:

DATE APPROVED:

Authorized Official:

Date approved:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Krista Hoffman CIC VP PRODUCER JC. No. Ext): (239) 841-7526 PHONE FAX (A/C, No): Abide Agency-Steven Chesnut Inc PO BOX 60661 Steve@AbideAgency.com ADDRESS: INSURER(S) AFFORDING COVERAGE FORT MYERS INSURER A: Amtrust North America 25011 FL 33906-6661 INSURED INSURER B AFFORDABLE HOMEOWNERSHIP FOUNDATION, INC. - LOIS H INSURER C: 5264 Clayton Ct Ste 1 INSURER D INSURER E : Fort Myers FL 33907 INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) S PERSONAL & ADV INJURY S GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT POLICY LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTOS ONLY AUTOS ONLY S UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** AGGREGATE CLAIMS-MADE s RETENTION \$ DED S WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY 100000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 10/29/2022 AWC1172636 10/29/2021 N/A 100000 E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below 300000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Lee County Board of County Commissioners THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN PO Box 398 ACCORDANCE WITH THE POLICY PROVISIONS. FL 33902 AUTHORIZED REPRESENTATIVE Fort Myers Steve Chesnut

Human & Veteran Services

Notice of Funding Availability #ARP3.11SS

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

CFDA # 21.027

12. Completeness Checklist

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

Application Forms and Attachments	Page #			
Project Name: Support Services for persons Experiencing Homelessness				
Project Applicant: Affordable Homeownership Foundation Inc.				
Table of Contents (COMPLETENESS CHECKLIST)	1			
1. Applicant Information	2			
2. Project Information	2			
3. Certification	3			
4. Project Description	4			
5. Quality of Service Questionnaire	5 & 6 & 7			
6. Ability to Complete Activities Outline	7			
7. Budget Narrative	8			
8. Budget Form	9			
9. Performance Outcomes	10			
10. Equity Outcomes	11 & 12			
11. Required Attachments	13			
b. Applicants Annual Operating Budget	14			
c. Chart of Key Project Staff	15			
d. Documentation of Project's Allgnment with Community Goals	13			
e. Documentation of National Best Practices or Evidence Based Program design	13			
g. Proof of 501c3 Status	14, 15 & 16			

Additional Documents: HUD Review17, 18. 19Housing First Documentation20, 21HUD Triage System for Clients in Crisis22, 23HUD Client Action Plan24,25,26,27Mainstream Voucher Partnership Contract28,29,30,31,32



Notice of Funding Availability #ARP3.11SS

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

CFDA # 21.027

SECTION V: Application Forms

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

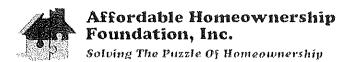
1. Applicant Information			
Organization Name:	Authorized Organization Representative Name/Title:		
Affordable Homeownership Foundation Inc.	Lois M Healy CEO		
Address:	Telephone:		
5264 Clayton Court, Suite 1,	239-689-4944		
City, State/Zip:	Organization Website:		
Fort Myers, FL 33907	www.ahf.today		
Contact Person Name/Title:	DUNS #:		
Lois M. Healy CEO	085253818		
Contract Person E-mail:	Federal Employer ID #:		
lois@affordablehomeownershipfoundationinc.org	65-1046928		
Project Address (if different from organization add. 5264 Clayton Court, Suite 1, Fort Myers, FL 33	3907		
This is a/an:	*		
Total Funding Requested for this Project: \$\\$157,500)		
Services Provided (check the services that will	be provided with the funding requested):		
Case Management Employment Assistance and Job Training Outpatient Health Services Child Care Transportation Street Outreach Engagement/Supplies Life Skills Education Services Assessment of Service Needs	 □ Legal Services ☑ Housing Search Assistance □ SOAR Assistance □ Behavioral Health Services □ Housing □ Services for Special Populations, describe: 		



Notice of Funding Availability #ARP3.11SS

Lee County Human and Veterans Services 2440 Thompson St. Fort Myers, FL 33901 CFDA # 21.027

Target Population (check as many as applic	able below):
☐ Chronically Homeless☐ Single Individuals☐ Victims of Domestic Violence☐ LGBTQI+ Individuals/Families/Youth☐ Other:	☐ Families☐ Unaccompanied Youth (ages 18-24)☐ Veterans☐ Individuals with Serve and Persistent Mental Illness
Target Service Location (check as many as	applicable below):
☐ City of Cape Coral ☐ City of Fort Myers ☐ City of Bonita Springs ☐ City of Sanibel	☐ Town of Fort Myers Beach ☐ Unincorporated Lee County ☐ All of Lee County ☐ Other:
document has been duly authorized by the goverules and regulations if assistance is approved. on the application can subject the individual significant of the subject the sub	nformation in this application it true and correct and that the erning body of the applicant. I will comply with the program I also certify that I am aware that providing false information ning such application to criminal sanctions. I further certify tha ave followed all policies and procedures of my agency
Typed Name: Lois M Healy	
Title: CEO	Date: 12/31/2021



Notice of Funding Availability #ARP3.11SS
4. PROJECT
DESCRIPTION
SCOPE OF WORK

Name of Company:

Affordable Homeownership Foundation Inc.

Project Name:

Supportive Services for Persons Experiencing Homelessness

Prepared by:

Lois M Healy CEO

Date:

01/03/2022

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

- Due to the COVID-19 Virus the number of homeless families and individuals experiencing homelessness continues to increase. Finding solutions to get these families and individuals re-housed and back on track with employment, housing and connection to essential services is key to ending this problem and a key to the solution.
- Last year we saw over 150 homeless clients and over 100 "at risk" of being coming homeless due to the pandemic and those numbers continue to increase. The project will follow a "Housing First" approach to maintain a low barriers process for accessing housing and services through our expedited Triage Process established by HUD and utilized by this agency (see attached documentation of the process).
- Our plan to coordinate with housing providers is we plan to assign a counselor whose main responsibility is to negotiate with local housing providers and develop a rapport to get individuals and families housed. We currently work with these clients (case management) to review their income, budgets and credit so we can understand why landlords are refusing to house these clients. We offer a "good renter" class that teaches clients that have issues with housing how to be a good renter and how to communicate with their landlords especially if they run into a problem such as job loss or death of a spouse etc. so they don't get into another issue with their housing. I am attaching contracts with the two housing authorities that we have for mainstream vouchers, the contracts just continued after 2019 & 2018 due to Pandemic restrictions and both agencies had counselors and staff working from home. We work with Career Source referring clients for their job retraining program and our main contact is Judy Armstrong and Glenn Sullivan is our contract for Veterans retraining and employment. These are informal partnerships as we never realized that contracts were needed to document the partnership.
- Our projects role in helping ensure homelessness in Lee County is rare, brief and one-time is by using our "Good Renter" class to certify that clients have taken the course and have the certificate and resources to help them make better decisions. We found many of the clients that had been evicted was because they only needed to have one Emergency (in this case the pandemic) to cause them to lose their housing again. Teaching them how to have a savings plan in place and when an emergency hits how to develop a "crisis budget" to slim down their expenses and work with a Career Source or employment rep as soon as they experienced a job loss lessened the effects of the crisis considerably and their time with dealing with the crisis.
- The number of clients that became homeless this past year (we saw over 250 homeless or at risk clients) surely demonstrates the need for a class and a Triage process like what was developed by HUD and Administered by Affordable Homeownership Foundation as a solution for this on going problem/issue.

5. Quality of Service Questionnaire

A. Describe how the project is innovative, based on national best practices, and designed in accordance with an existing evidenced-based program, or will be subject to a formal program evaluation.

Our program is based on the Housing First Model: Housing First programs address chronic homelessness by providing rapid access to permanent housing, without a pre-condition of treatment, along with ongoing support services such as crisis intervention, needs assessment, and case management. A form of permanent supportive housing, the program usually serves individuals who are chronically homeless and have persistent mental illness or problems with substance abuse and addiction. Clients can be placed in apartments throughout a community or a centralized housing location with on-site support for those requiring more intensive services; clients receive housing regardless of substance use. Unlike standard rapid re-housing programs, there are no time limits for Housing First program participation. Working with the CoC and their housing programs to get individuals housed and also working with housing providers and the Good Renter Class to teach these clients how to become good renters and working hand in hand with Career Source to get individuals employed that are able to work and retrained in a job that will help them sustain we feel is the key to their success.

B. Describe how the project will engage and gather feedback from program participants, persons with lived experienced in homelessness, and persons of any particular historically underserved, marginalized or adversely affected groups:

When we start working with clients that are homeless we ask the question "What caused you to become homeless?" We also look up on the Lee County Clerk of Courts records system to see what their eviction record is or is not so we know if the person has been evicted multiple times, and ask what caused those issues to happen so we can develop a record in their file of what were the previous barriers to housing and how that can be addressed so it does not happen again. What we found was that single mothers tend to be at the top of the list for becoming homeless due to income shifts, no or limited child support, job loss etc. During the start of the pandemic we saw mainly very low and low income black and brown individuals and families were becoming homeless due to job loss and lack of a financial safety net. The other groups of individuals and families that we found were becoming homeless were the elderly and disabled. Most elderly are on a very fixed income and most disabled individuals have very little income and are at 30% or below of area median income so and jump in rent prices like what our area has been experiencing currently has made most of these individuals homeless or at risk. We get daily calls from disabled and elderly clients that they need help to sustain their rent payments because their rent jumped from \$850 a month to \$1200 a month and they only make \$840 a month so that makes us think how were they surviving on such little income to begin with? So we engage each client and record their feed back during the whole process from intake to re-housing.

C. Describe how the project will be marketed to individuals who may need assistance, and how marketing will be targeted to those least likely to apply for assistance, specifically those persons of any particular historically underserved, marginalized or adversely affected groups. National Low Income Housing Coalition, that we are a member of, has a map of the areas in our county that show the highest rate of evictions and the areas that need the most help with preventing eviction and foreclosure so we would target our outreach campaigns to the local churches and community groups in those areas to be able start helping individuals outlined in their reports.



- D. Explain how your agency is actively participating in the Coordinated Entry System, the Homeless Management Information System (HMIS) and the Continuum of Care (CoC), and how this project will integrate with the CoC's Coordinated Entry System: Affordable Homeownership Foundation has been part of the CoC since 2016 and has been part of Coordinated Entry and HMIS system around the same time. We did not start using the system as much until 2017-2018 when we started to see an increase in evictions and homelessness. That number accelerated during the pandemic and has been increasing monthly since March of 2020. Any clients that we service under this new proposal would be entered both into Coordinated Entry and HMIS to be able to work with other agencies to insure these clients are housed and accounted for.
- E. Describe your procedure for assessing a participant's needs and making client referrals to other service providers: See our attached Triage System for Rental Clients in Crisis. Once we evaluate the clients for where they are in the process, either homeless or at risk and go through the counseling process tailored to their specific need we then make the appropriate referrals to our partners in the CoC.
- F. Explain your agencies experience providing services to individuals and families experiencing homelessness, including federal, state, and/or local government grant experience and the capacity of the organization to administer the project and oversee all compliance requirements: We have been serving homeless individuals and families since 2016 since becoming a CHDO. All of the individuals that we house in our housing have been homeless when we housed them. All of our grants to serve and counsel clients comes from HUD (government grants) or NeighborWorks (Government Grants) or local Lee County Grants. Our HUD Grant helps with counseling all at risk clients and all of the latest grants that we have for counseling are for addressing the homeless issues and counseling due to the pandemic. We now have 4 employees at the Fort Myers office, all HUD certified that will administer the project and a compliance department that makes sure all files and reporting are up to date.
- G. Describe how your agency has worked to remove traditional barriers to housing and services for individuals and families experiencing homelessness: All of our housing is available to individuals and families that are homeless and have been homeless previously. The main reason that families and individuals become homeless is very low and low income and lack of affordable housing so removing the affordable housing barrier would be the solution if that was an available solution. When counseling clients we find out what their current job is (if they have one) and if they have the capacity to be retrained into a job that will pay them a "Living Wage" which we found one of the major reasons individuals are homeless is they are paying up to 80% of their income for housing so it only takes one crisis such as car repairs, hospital bill etc. to make them homeless. We remove the stigma from Homelessness treating every client the same but insuring they are referred to the proper resources to help them become rehoused.
- H. Does your agency conduct an internal annual evaluation of services provided (Other than HMIS) If Yes please provide a copy: We have a HUD evaluation of all of our grants and programs every 3 years, see attached.



- I. Describe how the agency will continue to provide quality services in the community in the case of reduced or loss of funding (i.e. reallocation of services based on CoC established Priorities, how services would be scaled to meet changing needs, etc.): We are funded through many different sources both Federal, State and local grants, however one of the main reasons for becoming a housing provider is to become self sufficient should any or all funding go away. As we increase affordable housing stock it allows us to become closer to our goal of self sufficiency.
- 6. Ability to complete Activities Outline: The applicant shall provide an outline that documents their ability to complete the funded activities in the allotted timeframe. This outline should include:
 - Timelines of critical tasks to be accomplished for each activity
 - Monthly spending plans and proposed drawdown schedules
 - Reporting schedule for outcomes achieved

TIMELINE of Critical Tasks

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project.

Task No.	Task	Timeline	Monthly spending plans & Drawdown schedule	Reporting schedule for outcomes Achieved
1	Housing Specialist Identifying Housing Providers that want to work with clients needing housing	As soon as grant is approved and until grant funds are expended	As soon as grant is approved and until grant funds are expended	
2	Connection to Employment/Workingwith Career Source Staff & Mainstream Voucher Staff of both Housing Authorities to work with qualified disabled clients for mainstream voucher applications	As soon as grant is approved and until grant funds are expended	As soon as grant is approved and until grant funds are expended	v
3	Connection to Services such as food stamps, TANIF, Move in assistance, etc.	As soon as grant is approved and until grant funds are expended	As soon as grant is approved and until grant funds are expended	

The Projects Role in Helping toensure rare, brief and one time/Housing Counselors	As soon as grant is approved and until grant funds are expended	As soon as grant is approved and until grant funds are expended	Monthly
-----------------------------------------------------------------------------------	-----------------------------------------------------------------	-----------------------------------------------------------------	---------

KEY PERSONNEL LIST

Task No.	Name of Key Personnel	Role / Title	Responsibilities
Tracks outcomes & reporting	Lois M Healy	Team Leader	Finalizes reports and goes through files for accuracy. Grant reporting
Housing TBD Coordinator		Housing Coordina tor/Comp liance	Works with housing Providers to negotiate on behalf of clients

Connection To Supportive Services	Barbara Wentworth	Sorvices	Works with clients to connect them to the supportive services they need to become self sufficient
Triage Of Services And Urgency	Joaquin Carew JR	Housing Counselors	First line of defense, takes intakes and reviews urgency to hand to counselor for contact

7. BUDGET NARRATIVE

The applicant shall provide a budget narrative to describe the overall project budget for the period of the grant. The budget narrative MUST include the following criteria:

- Description and justification of all costs:
 - A. Triage person to assess the urgency of clients and perform intake this is needed to decide where the client is at in the housing process and refer to a counselor (new position)
 - B. Housing Specialist to meet with landlords and discuss housing clients and details and go over parameters of what is required. This is a new position and is needed to make in roads with landlords so progress is made in housing clients.
 - C. Housing Counseling Services by HUD Certified Counselors. This is needed for Case management of these clients and to work with each client intensely to come up with workable outcomes and housing.
 - D. Administrative Fee to manage the grant file the necessary monthly and quarterly paperwork.
- Clearly identify the timeframes and methods for obligating grant funds, and how the agency plans to

Budget Template Notice of Funding Availability #ARP3.11SS

Complete ONLY BLUE fields. Do not edit grey fields.

Supportive Services (All projects)				
Eligible Costs	Eligible Costs Quantity AND Description (max 400 characters)		Annual Assistance Requested	
1. Assessment of Service Needs	1 Triage Person to assess the urgency of Clients	\$32,500		
2. Employment Assistance and Job Training				
3. Case Management				
4. Housing Search Assistances	Housing Specialist to assist with housing location	\$45,000		
5. Child Care		ļ		
6. Housing/Counseling Services	Housing Counseling Services by Certified Counselors	\$72,500.00		
7. Legal Services				
8. Life Skills				
9. Mental Health Services				
10. Outpatient Health Services				
11. Street Outreach Engagement/Supplies				
12. Substance Abuse Treatment Services		<u></u>		
13. Transportation				
14, SOAR Assistance				
15. Services for Special Populations, describe.				
16. Operating Expenses		ļ		
17, Other				
Subtotal Requested		j \$	150,000.00	
Admin Requested (max of 5%)		\$7,500.00		
Total Amount Requested		\$	157,500.00	



Notice of Funding Availability #ARP3.11SS

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

CFDA # 21.027

9. Performance Outcomes

Performance Measure	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
in emergency shelter, transitional housing, or safe haven projects before exiting to permanent housing.	30-90 <u>days</u> Enter the estimated number of days between project enrollment and placement into permanent housing.	This is the reason a housing coordinator is needed the housing coordinator will work with the landlords and record the time frames & outcomes
destinations return to homelessness Based on demonstrating a reduction in the percent of persons who have left homelessness (i.e., exited continuum projects into permanent housing destinations) who return to homelessness after 6 months, 12 months, and 24 months (i.e., return to any continuum projects for which	75 % Enter the estimated percent of clients that will remain housed after 6 mo, 80 % Enter the estimated percent of clients that will remain housed after 12 mo. 85 % Enter the estimated percent of clients that will remain housed after 24 mo.	be monitored monthly This is reliant upon heavy case management & job placement & Coordination of services such as
Number of persons that are no longer homeless Based on the geographic coverage of the project, and the projects ability engage clients, including those who are unsheltered, through street outreach efforts.	110 Enter the estimated number of persons that will be housed.	This will be monitored through case management & the housing coordinator. We will try and supply these clients with necessary household items once they are housed if needed so the success rate is higher
Jobs and Income growth Based on demonstrating that the number and percent of homeless adults being served in the	150 # 90 % Enter the estimated number and percent of clients that will increase their earned income. 125 # 85 % Enter the estimated number and percent of clients that will increase their unearned	It has been shown that a certain percentage of these clients will not work within the boundries of the program and increase their income./or find employment. Those that actually want to succeed will, those who revert back to the issues they had that made them homeless will not. This will be monitored and recorded by case managers & the Housing Coordinator to insure that the clients stay on track and work with an employment coordinator with Career Source.



ensure funds are spent before the deadline: As soon as the grant funds are awarded we will interview for the two positions we will be hiring for, Triage Person and a housing Specialist as soon as we hire these two new positions we will start our work. We will advertise through local churches and community centers as well as on our Facebook Page and Website and through our Community Partners to find clients, however we currently already receive many phone calls daily for at risk or homeless clients requesting help and referrals from other homeless clients to our office.

• If the applicant plans to provide services, other than those eligible under the funding in this application, clearly denote the type of other services or programs and the funding sources.

8 & 9 See initial Grant Application

10. Equity Outcomes

The U.S. Treasury encourages uses of funds that promote strong, equitable growth, including racial equity.

- Describe how your project prioritizes economic and racial equity as a goal:
 We place a racial equity lens on solutions for equitable outcomes, such as source-of-income protections,
 equitable land use decisions, property tax law and eviction prevention. Our Housing Team promotes fair
 housing principles and socioeconomic development to achieve greater equity and inclusion for all people
 and their communities.
- 2. Name specific targets intended to produce meaningful equity results, and articulate the strategies to achieve those targets. Each of our impact areas, such as areas of high eviction and racial inequality our programs moves us toward our goal of advancing racial equity by listening to and working together with our residents, employees and partners, we are investing in the systemic changes we want to see in our country.
- 3. Explain how your agencies overall equity strategy translates into the specific services or programs offered by your agency in the following:

Expenditure Categories (answer all that apply):

- A. Services to address health disparities and the social determinants of health, Health disparities among the very low, and low income are one of the factors that prevents them from succeeding by educating them on which free or reduced cost programs are available to them we hope to bridge this gap
- B. Build stronger neighborhoods and communities (e.g., affordable housing), For decades, racist policies and practices dictated how Black, Indigenous, and people of color (BIPOC) could live their lives. The kinds of homes and neighborhoods they could live in. The wages and wealth they could earn and build. Their chances for upward mobility in life. Racism and segregation in housing and across so many other longstanding systems have led to the growing racial wealth gap experienced today. We are currently building homes for sale specifically to black & brown borrowers at a discounted rate to try and address the equity issue. In addition, the affordable rental units that we develop and rent we do not discriminate based on race, color or any other protected class. All rents are no more than 30% of an individual's income.



5264 Clayton Court, Suite 1 Fort Myers, FL 33907 239-689-4944 www.ahf.today

- C. Address educational disparities (e.g., evidence based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools): Education in very low and low income families is the key to their success. The Opportunity Community (OC) model is a national movement designed to create the types of communities we all want to live in. This can be achieved by increasing prosperity for the people living in the crisis of poverty. Dr. Donna M. Beegle combined her experience of living for 28 years in extreme migrant labor poverty, with 20 years of studying and working with communities to create a research-based model for assisting people to move out and to stay out of poverty. We teach this model in classes and in small group to try and effect change.
- D. Promote healthy childhood environments (e.g., home visiting, child care). We refer most of our clients that are struggling to Child Care Of SW Florida who work with lower income clients to provide quality child care giving their parents the chance to obtain a better paying job and advance in the world of business.
- 4. Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective? Yes our intended outcomes are focused on closing gaps and by reaching universal levels of service and by disaggregating progress by race, ethnicity, and other equity dimensions to achieve the policy objective.

Human & Veteran Services

Notice of Funding Availability #ARP3.11SS

Lee County Human and Veterans Services 2440 Thompson St. Fort Myers, FL 33901 CFDA # 21.027

11. Required Attachments

- a. Applicants Annual Operating Budget
- b. Chart of Key Project Staff, including a description of their duties and qualifications
- c. Documentation of how the agency's project meets community goals
- d. Documentation of National Best Practices or Evidence Based Program design
- e. Proof of 501c3 Status
- a. See Attached
- b. See Attached
- c. Documentation of how the agency's project meets community goals: The project is Case Management, Housing location services and connection to services for homeless and at risk of becoming homeless individuals all of these services are what is needed to help prevent and insure individuals and families remain housed.
- d. Documentation of National Best Practices or Evidenced Based Program Design: We are using the "Housing First Model" which maintains that individuals should be housed first and connected to all services after being housed.
- e. See Attached

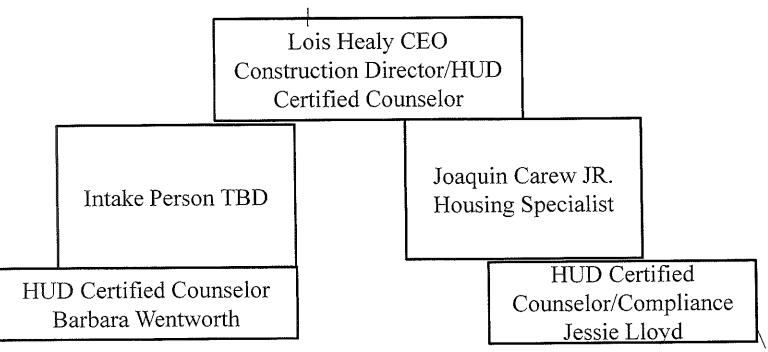
2022 Budget

Affordable Homeownership Foundation Inc. Fiscal Year 2022 Organizational Operating Budget January 1, 2022--December 31, 2022



Expenses	
Payroll & Benefits	\$167,744.00
Professional Fees Contractors	\$40,800.00
Professional Fees Bookkeeping, Audit, & Legal	\$12,000.00
Printing and Reproduction	\$2,500.00
Travel/Mileage Reimbursement	\$1,000.00
Rent (2 offices FL & NC)	\$42,375.00
Insurance (liability, directors & officers)	\$18,000.00
Supplies (office & field)	\$2,500.00
Advertising & Marketing	\$1,500.00
Bank Fees & Payroll Processing Fees	\$1,500.00
Postage	\$250.00
Taxes & Insurance	\$10,000.00
Equipment and Software	\$5,000.00
Internet Access & Web Page Design	\$5,000.00
Professional Development	\$2,500.00
Dues, Fees, & Memberships	\$1,800.00
Meals and Lodging	\$5,500.00
Total Expenses	\$319,969
Revenue	
Individual Contributions (memberships, annual appeal, memorial gifts)	\$70,000.00
Corporate Contributions	\$100,000.00
Foundation Grants	\$100,000.00
Government Grants	\$850,000.00
Rental Income	\$180,000.00
Contracted Services	\$7,500.00
Events	\$15,000.00
Sale of Properties	\$100,000.00
Merchandise Sales of donated items	\$2,000.00
Total Revenue	\$1,424,500

Affordable Home Ownership Foundation Key Project Staff



- Lois Healy Oversees the project & construction and submits monthly reports. Lois has been working on new construction & re-construction projects since 2000. Lois has been counseling since 2006 and HUD Certified since 2021
- · Intake person TBD will answer phones, process intakes and determine urgency
- · Joaquin Carew Jr is new to the team and has a background in housing and will be an asset to this project
- Barbara Wentworth interviews clients and gathers all of their necessary documents for housing, performs income
 certifications looks for budget shortfalls & helps to find necessary services- HUD Certified since 2019 been a counselor
 since 2015 and previously was employed by HORC.
- Jessie Lloyd interviews clients and gathers all of their necessary documents for housing, performs income certifications looks for budget shortfalls & helps to find necessary services. Jessie is HUD Certified since 2021 and has worked for Area Agency on Aging and Catholic Charities previously

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: MAY 11 2012

AFFORDABLE HOMEOWNERSHIP FOUNDATION INC C/O LOIS HEALY 3820 COLONIAL BLVD STE 100 FORT MYERS, FL 33966 Employer Identification Number:
65-1046928
DLN:
17053083327002
Contact Person:
JASON A KROTINE ID# 31666
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(l)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 15, 2011
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

AFFORDABLE HOMEOWNERSHIP FOUNDATION

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely, P. Charles

Lois G. Lerner

Director, Exempt Organizations

Enclosure: Publication 4221-PC

AFFORDABLE HOMEOWNERSHIP FOUNDATION

We considered and approved your request for retroactive reinstatement under Notice 2011-43.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT



Office of Housing Counseling 601 West Broadway, Room 110 Louisville, KY 40202

November 17, 2021

Lois Healy Chief Executive Officer Affordable Homeownership Foundation, Inc 90597 5264 Clayton CT, Ste 1 Fort Myers FL 33907-2112

Dear Ms. Healy:

Thank you for the courtesy and cooperation given to the Office of Housing Counseling during the desk review on November 9, 2021, of Affordable Homeownership Foundation (AHF) Branch Office 90596 and AHF Branch Office 81174. The review was conducted to ensure that your agency continues to comply with all HUD Housing Counseling Program requirements including 24 CFR, Part 214; HUD Housing Counseling Handbook 7610.1, relevant mortgagee letters; and grant agreement, if applicable.

Based on our review, your agency's performance meets the requirements of our housing counseling program. Enclosed is your Certificate of Approval and the performance review report.

It is your agency's responsibility to check the Housing Counseling System (HCS) frequently to ensure your information is current and accurate. This data must be verified at least once every ninety days. If no change is required, simply mark the "Validate" box at the top right of your agency profile page to indicate you have verified the information and then scroll down to the bottom of the page and click the "OK" button. Agency data from HCS is used to produce the state-by-state list of participating housing counseling agencies posted on HUD's website and the telephone interactive referral system.

Refer to HCS's webpage at: https://www.hudexchange.info/programs/housing-counseling/hcs/

Thank you for your participation in our program. If I can be of further assistance, please contact me, at 502-618-8144 or robin.penick@hud.gov.

Sincerely,

Robin Penick

Housing Program Technical Specialist Office of Outreach and Capacity Building

Robin Penick

Enclosure

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Performance Review Report Affordable Homeownership Foundation, Inc 5264 Clayton CT, Ste 1 Fort Meyers FL 33907-2112 November 17, 2021

I. PURPOSE:

The purpose of this review is to evaluate the housing counseling agency's ability to ensure compliance with HUD Housing Counseling Program requirements, including 24 CFR, Part 214, HUD Housing Counseling Handbook 7610.1, applicable mortgagee letters, other guidance, and grant agreements, if applicable. Additionally, this review is conducted to ensure that the housing counseling agency is implementing its programs and services in accordance with the counseling work plan submitted to HUD.

II. METHOD AND SCOPE OF REVIEW:

This review entailed Robin Penick interviewing Ms. Lois Healy, CEO. The eleven (11) files shown below were reviewed for compliance with the Notice of Funding Availability (NOFA) Applications, Grant Agreement, Federal Register and OMB requirements and Handbook and Regulation requirements. The file types reviewed included: 4 Prepurchase (PRP) and 2 Rental (R) and 4 Homeless and 1 Mortgage Delinquency (MD).

The following files were reviewed:

3187667492 (PP)	3087645130 (PP)	3087645128 (PP)	3087634226 (H)
4576489 (H)	3087635815 (PP)	3087636383 (MD)	3087647313 (H)
3087634952 (R)	3087636683 (R)	3087637881 (H)	

The items reviewed included the following:

Agency Housing Counseling Work Plan Agency Disclosure Form HUD 9902s - Housing Counseling Activity Reports Counseling Staff Experience and staff training received IRS Tax Exemption as a nonprofit Agency HCS Profile Financial Statement for December 31, 2019 Organizational Chart
Agency HCS Profile
Funding Documents
List of Community Resource
Client Counseling List
Monitoring plans and reports

Grant Period - October 1, 2019 - March 31, 2021

Affordable Homeownership Foundation (81174) received a HUD Housing Counseling Grant in the amount of \$31,233.00 from funds received under the FY 20 HUD Housing Counseling Grant before the MSO was established.

III. GENERAL COMMENTS:

The agency became an approved MSO on December 2, 2020, and added a branch office in North Carolina. This review includes both branch offices, 90596 and 81174. The client files reviewed were from both branch offices. Due to the Covid 19 pandemic the agency did not offer the education classes it is approved for: Fair Housing, Pre Purchase, Financial Budgeting, Predatory Lending and Rental Services. The agency did provide individual housing counseling for the following services: Budget and Credit, Prepurchase Homeownership, Post Purchase Homeownership, Foreclosure Prevention, Rental, and service for the Homeless. The files reviewed were maintained in accordance with 24 CFR Part 214, HUD Handbook 7610.1, and applicable housing counseling grant agreement.

IV. OBSERVATIONS:

NA

IV. FINDINGS:

None

V. CONCLUSION:

The services provided by the Affordable Homeownership Foundation and the quality of the delivery of those services demonstrate the agencies commitment to ensure safe affordable housing for Seniors, disabled Veterans and low to moderate income families. This agency was approved December 2, 2020, as a HUD Multistate Organization with branches in Florida (81174) and North Carolina (90596). The branch office in Florida is a locally approved agency since 2013. Client files were documented in accordance with HUD requirements. Counselors are thorough in reviewing the client's situation and are well trained in providing realistic solutions to clients. The agency accesses several streams of funding to provide an array of services to meet client needs. Affordable Homeownership Foundation has partnerships both private and public that provide financial and non-financial benefits to the organization. The Agency met the HUD Housing counseling certification requirements, effective August 1, 2021, for all offices. The staff are knowledgeable of industry trends and will seek national best practices in shaping local agency programs. The reviewer recommends an unconditional three-year re-approval.



What Works for Health Strategy

Housing First

Evidence Rating

Scientifically Supported



Strategies with this rating are most likely to make a difference. These strategies have been tested in many robust studies with consistently positive results.

Housing First programs address chronic homelessness by providing rapid access to permanent housing, without a precondition of treatment, along with ongoing support services such as crisis intervention, needs assessment, and case management. A form of permanent supportive housing, the program usually serves individuals who are chronically homeless and have persistent mental illness or problems with substance abuse and addiction. Clients can be placed in apartments throughout a community¹ or a centralized housing location with on-site support for those requiring more intensive services; clients receive housing regardless of substance use². Unlike standard rapid re-housing programs, there are no time limits for Housing First program participation³.

Expected Beneficial Outcomes (Rated)

- Reduced homelessness
- Increased housing stability
- Reduced hospital utilization

Other Potential Beneficial Outcomes

- Improved mental health
- Improved well-being
- Increased substance use disorder treatment

Evidence of Effectiveness

There is strong evidence that Housing First programs reduce homelessness^{4, 5, 6, 7}, increase housing stability^{4, 5, 7, 8, 9, 10, 11}, and reduce hospital utilization ^{11, 12, 13, 14}.

Housing First programs improve housing stability for people with mental disorders^{5, 7, 10}, including homeless youth⁹, particularly when programs include strong case management⁴. Programs can also increase housing stability for veterans¹¹, chronically homeless individuals¹⁵, and survivors of domestic violence and their families¹⁶. Housing First programs reduce

hospital utilization among veterans 11 and individuals with persistent mental illness or problems with substance abuse and addiction $^{12, 13, 14}$, and decrease utilization of psychiatric hospitals for formerly homeless individuals with mental illness 6 .

Housing First programs can improve mental health and well-being for participants $^{14,\,17}$, and may also increase treatment for substance abuse and addiction $^{7,\,14}$. Programs with strong case management components can improve participants' functioning in the community 12 . Program participants report significantly higher quality of life than non-participants, as well as greater safety and comfort in their new dwellings 2 .

An Alaska-based study of a Housing First program for chronically homeless individuals indicates such programs can reduce homelessness, improve physical and mental health, and increase social engagement among participants¹⁵. Programs for domestic violence survivors and their families appear to increase housing stability, safety, and well-being; participants often do not require substantial financial assistance at program completion¹⁶.

Housing First programs may reduce substance misuse and severe alcohol problems^{8, 18}; however, in some instances substance use-related outcomes do not differ significantly between participants and non-participants¹⁹. Additional evidence is needed to confirm the effects of program participation on substance abuse⁸.

Strong partnerships between Housing First program staff and landlord associations can support gains in housing stability. Connecting program staff with clients of the same ethnic or racial background often results in the most successful working relationships¹. Using video calling to connect program participants and staff can increase program reach²⁰. Programs which encourage community integration and supportive social networks can contribute to long-term housing stability⁸.

Housing First programs decrease costs to shelters 10,21 and emergency departments 21 . The rapid re-housing component of Housing First can reduce costs associated with hospitalizations and treatment for individuals with persistent mental illness and substance abuse problems 22,23 . Early studies suggest Housing First programs generally also cost less than programs that require sobriety or treatment prior to providing housing 6 .

Impact on Disparities

Likely to decrease disparities

Implementation Examples

Housing First programs have been implemented in more than 100 cities across the United States, Canada, Europe, and Australia²⁴. Pathways to Housing, the New York-based organization from which Housing First originated, trains organizations to follow the Housing First model; Pathways to Housing agencies include Pathways Washington DC and Pathways Pennsylvania^{24, 25, 26}.

The Washington State Coalition Against Domestic Violence's Domestic Violence Housing First program is an example of an organization that focuses on survivors of domestic violence and their families²⁷.

There are many veteran-specific programs which use Housing First principles. The HUD-VA Supported Housing (HUD-VASH) program, a supportive housing program for homeless veterans with psychiatric or substance abuse disorders, inc udes rental assistance vouchers from the US Department of Housing and Urban Development (US HUD) combined with case management and clinical services provided by the US Department of Veteran Affairs (VA); 93,000 vouchers have been awarded and approximately 150,000 homeless veterans have been served by HUD-VASH since 2008 ^{28, 29}. The Mayors Challenge to End Veteran Homelessness, an additional partnership between the VA and US HUD, uses concepts from Housing First, rapid rehousing, and permanent supportive housing with added mental health services ³⁰. The Built for Zero Collaborative, a national movement to end chronic and veteran homelessness, also uses Housing First principles; 96,000 people have gained housing in participating communities since January 2015, including 65,000 veterans ³¹.

TRIAGE System for Rental Clients in Crisis

Priority Client

• In Eviction Process

Vulnerable Client

Delinquent on Rent

Jeopardized Client

- Unemployed or Underemployed
- Not Delinquent on Rent

At Risk Counseling Process During the Pandemic for Renters

- Provide Triage & Assess the Housing Situation
- Guide the client through the Crisis Budget Process
- Complete Action Plan
- Discuss Possible Options with The Landlord
- Provide Resources & Referrals
- Get Clarity on the Client's Situation
- Help them get clarity on their situation
- Resist telling them what to do
- Resist doing for them what they can do themselves
- Explain the crisis budget is temporary to get through the crisis
- Items that can be reduced instead of eliminated
- Provide a guide that identifies priority items
- Guide them through it's completion
- Help clients get in front of the situation
- Communication with the landlord must happen
- Even little steps count
- · Identify ways they can maintain their confidence
- Add person responsible and timelines to the action plan
- Complete Action Plan
- Discuss possible workout options such as temporary lower rent payment plan schedule, use last month's rent now (as an option)
- Offer Counseling Services to the landlord such as mortgage delinquency prevention

Brainstorming with Your Clients

- · Ask what they have already tried
- Provide specific referrals
- Add resources and referrals follow ups to the action plan
- Add timelines and person responsible
- Address obstacles that might happen and how to respond



CLIENT ACTION PLAN

RENTAL HOUSING COUNSELING

Client #	Date:	
Client Name:_		
Counselor Na	me:	
	,	
Budget Assessi	ment Summary:	
	Total Gross Monthly Income	\$
	Monthly Rent	\$
	Net Monthly Income	\$
	Total Monthly Living Expense	\$
	Monthly Debt Obligations	\$
Client's Key C	oncerns:	

Concern Discussed	Actions	Who is taking action?	Due Dates
☐ Job loss, reduced income, or expense	Client to create a budget that account current and future potential income		
shock	 Counselor and client to identify mon debt payments to prioritize 		
Notes:	 Client to apply for income suppleme programs 	nt	
	 Client to contact utility companies to inquire about relief options 		

Concern Discussed	Actions	Who is taking action?	Due Dates
☐ Rent affordability Notes:	 □ Client to provide lease documentation and as available, calculation of affordability of tenant rent to income □ Counselor to advise on HUD rental assistance programs, applicable city or county protections □ Counselor and client to identify realistic payment plan offer based on budget □ Draft letter to landlord 		
☐ Eviction Notes:	 □ Client to provide lease documentation and eviction letters and notices to counselor □ Counselor to advise on eviction process and protections for renters □ Counselor to provide information on emergency cash assistance □ Counselor to schedule follow-up discussion with client on strategy for maintaining housing □ Counselor provide a referral to legal services 		
☐ Repair needs, maintenance, or substandard housing conditions Notes:	 Counselor to provide information regarding warranty of habitability protections, heat and hot water protections, landlord obligations Client to provide documentation of substandard conditions Client to send landlord request for repairs Client to report substandard housing conditions 		
☐ Landlord harassment or discrimination	 Client to report to fair housing enforcement and other agencies Counselor to provide referral to legal services 		

Concern Discussed	Actions	Who is taking action?	Due Dates
Notes:			
☐ Reasonable accommodation Notes:	 □ Client to provide disability needs, including unit modification and/or service animal requests □ Client to provide documentation regarding disability □ Counselor to provide information on reasonable accommodation protections □ Client to draft letter to landlord, work with counselor as needed □ Client to report to enforcement agencies, if applicable 		
□ Illegal	Client to provide background on issue and lease		
lockout Notes:	 □ Counselor to provide information regarding Illegal lockouts, utility disconnection, and self-help eviction protections □ Client report to law enforcement □ Counselor to provide referral to legal services 		
☐ Rent increase / rent overcharges Notes:	 □ Client to provide lease and rental documentation □ Counselor to research applicable protections □ Client to draft letter to landlord □ Counselor to schedule follow-up client discussion 		
☐ Relocation/moving out Notes:	☐ Client to provide lease and rental documentation ☐ Counselor to provide information on ☐ Security deposit ☐ Lease assignment / sub-leasing ☐ Lease termination process and protections ☐ Pre-move-out inspection ☐ Client to draft letter to landlord		

Concern Discussed	Actions	Who is taking action?	Due Dates
☐ COVID-19 hardship	 Keep documentation that proves any income loss is due to COVID-19 Determine whether CARES Act 		
	eviction protections apply based on landlord mortgage		
	 Keep records of eviction protections, including timeline 		
	☐ Keep records of temporary assistance		
□ Othe			
r Notes:			
Referrals:			
☐ Food assistance:			
_	nt/budget counseling:		
☐ Rental assistance:	:		
Utility or energy	assistance:		
☐ Scam guidance:	dooldware.		
 Mutual aid resou 	rces:		
Legal assistance:			
Other:			
Date to follow-up with co	ounselor:		
Client Signature	Date		

$\frac{Section~1-Partner~Agency~Information}{REQUIRED}$

Applicant Information

APPLICANT INFORMATION 1.

Name:	Aff	ordable Homeownership Foundation Inc.			
Mailin	ıg Addre	ess; 5264 Clayton Court, Suite 1,	المستحين ربيات المستحير ومستحدثه		
	City	Fort Myers	County:	LEE	
	Zip Co	de: 33907	Telephone #:	239-689-4944	····
	Applic	ant's E-mail Address: lois@ahí.today	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	Federa	l Tax Identification: 65-1046928		(A	
2.	PROJ	ECT ADMINISTRATOR(S) *if more t	han one, please	e list ALL	
	Name:	Lois M. Healy			
	Mailin	g Address: 5264 Clayton Court, Suite 1,		· · · · · · · · · · · · · · · · · · ·	
	City:	Fort Myers	State: F	L Zip Code:	33907
	Phone:	239-689-4944	Fax: _2	239-243-8543	.
	Email .	Address: lois@ahf.today	······································		
3.	CONT	CACT PERSON FOR THE APPLICAT	ION		
	Name:	Lois M. Healy			
	Phone:	239-689-4944			
	Email:	lois@ahf.today			
4.	TARG	ET GROUP(S): (all must include non-	elderly persons	s with disabilities)	
	Х	Adults with disabilities	• •	ŕ	
	Х	Domestic Violence			
	х	Chronic Homeless			
		Persons at risk of institutionalization			
	X	Persons transitioning out of institutiona	lization		
	X	Persons who are homeless, or at risk of	homelessness		
	Х	Other (specify): Veterans			

Experience

Narrative information must be submitted with HACFMs/LCHAs application to HUD. Provide a narrative that describes your organizations experience and capacity for providing the following services:

- 1. Coordinating outreach and referral of persons with disabilities in institutional and other segregated settings who want to move to community settings.
- 2. Coordinating outreach and referral of persons who are homeless or at risk of becoming homeless.
- 3. Assisting persons with disabilities applying to various housing programs.
- 4. Assisting persons with disabilities in finding housing, making or facilitating home modifications and securing disability-related accommodations.
- 5. Assisting persons with disabilities moving into units on the private rental market.
- 6. Making referrals, coordinating, and monitoring home and community-based services.
- 7. Providing tenancy support for persons with disabilities.

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

Responses should be limited to 300 words or less.

Section 2 – Funding Information REOURED

Leveraged Funding

List the funding received, or anticipated to be received, in the period from October 1, 2017 through September 30, 2018, by grant award or private funder. The list shall clearly show each individual grant or receipt of private cash, which clearly references the item on the list.

For grants, "received" shall be defined as the total amount of the grant award as reflected on the fully executed grant award letter from the grantor agency as dated within the above stated period. Grant award letters with electronic signatures are acceptable. For private funds, the amount received shall be the actual amount of eash received, or committed, during the period (October 1, 2017 through September 30, 2018).

	Program/Funding Name	Awarded or Committed	Amount	Funding Source	Eligible Costs
EXAMPLE	Continuum of Care	Awarded 1/1/2018	\$90,000	U.S. Housing and Urban Development	Supportive Services and Operating
1.				·	
2.					
3.					
4.					
5.					
6.					
7.					
8,					
9.					
10.					

Section 3 - Letter of Commitment

REQUIRED

Letters of commitment must be executed with State Medicaid Agencies and/or other community-based organizations serving persons with disabilities, including but not limited to Centers for Independent Living (as defined in section 702 of the Rehabilitation Act of 1973 (29 U.S.C. 796a)), fair housing organizations, state Aging and Disability Resource Centers (ADRCs), Area Agencies on Aging (AAAs) or State Agencies (as defined as defined in section 102 of the Older Americans Act of 1965 (42 U.S.C. 3002), State Protection and Advocacy Agencies (P&A's) Community Mental Health Centers and/or Long Term Care Ombudsmen, Accountable Care Organizations, health and human services agencies, or other State agencies with experience helping identify and assist individuals seeking to transition into community settings or to remain in community settings. The letter must be on the organization's letterhead and must include:

1. The services the organization will provide.

2. The population the organization serves, including whether population is limited by type of disability, age, or geographic area.

A sample letter is included, see Exhibit 1.

Section 4 - Certification

REQUIRED

To the best of my knowledge, I certify that the information in this application it true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanction.

Executive Direc	etor or Board Chairman:		
Signature: (le M. Yeals	· · · · · · · · · · · · · · · · · · ·	كالشنطور المستواحين المستواحين المستواحين
Typed Name:	Lois M. Healy		
Title:	CEO / EXECUTIVE Dice of	Date:	5-23-18

5264 Clayton Court, Suite 1 Fort Myers, FL 33907 239-689-4944 www.ahf.today

May 23, 2018

U.S. Department of Housing & Urban Development

RE: Letter of partner commitment for 2017 Mainstream Voucher Program (FR-6100-N-43)

To Whom It May Concern:

This letter is to certify that we, Affordable Homeownership Foundation Inc., know the Housing Authority of the City of Fort Myers/Lee County Housing Authority, who work in Lee County, Florida, and have agreed to partner with them for the proposed 2017 Mainstream Voucher Program (FR-6100-N-43) as submitted to U.S. Department of Housing & Urban Development.

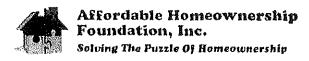
If HACFM/LCHA is awarded vouchers, we agree to provide the following services in collaboration with other service providers in our County. Our role specifically will include the following:

- Affordable Housing for one or more non-elderly individuals with disabilities which may include additional household members who are non-elderly persons with disabilities.
- Case Management for these clients
- Financial Capabilities Counseling & Coaching for these clients.

We look forward to assisting with the Lee County residents who are non-elderly persons with disabilities transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless, and who formalize partnerships with and leverage resources from State Medicaid Agencies and various health and human services partner agencies or organizations.

Our agency hereby certifies we have the appropriate staff and skills to complete this commitment and assist in meeting the needs of Lee County's most vulnerable residents.

Signature Li LE HEAR	
Typed Name: Lois M Healy/	
Title: Executive Director/CEO	



5264 Clayton Court, Suite 1 Fort Myers, FL 33907 239-689-4944 www.ahf.today

August 13, 2019

U.S. Department of Housing & Urban Development

RE: Letter of partner commitment for 2019 Mainstream Voucher Program (FR-6300-N-43)

To Whom It May Concern:

This letter is to certify that we, Affordable Homeownership Foundation Inc., know the Housing Authority of the City of Fort Myers & Lee County Housing Authority, who work in Lee County, Florida, and have agreed to partner with them for the proposed 2019 Mainstream Voucher Program (FR-6300-N-43) as submitted to U.S. Department of Housing & Urban Development.

If HACFM/LCHA is awarded vouchers, we agree to provide the following services in collaboration with other service providers in our County. Our role specifically will include the following:

- Affordable Housing for one or more non-elderly individuals with disabilities which may include additional household members who are non-elderly persons with disabilities.
- Case Management for these clients
- Financial Capabilities Counseling & Coaching for these clients.

We look forward to assisting with the Lee County residents who are non-elderly persons with disabilities transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless, and who formalize partnerships with and leverage resources from State Medicaid Agencies and various health and human services partner agencies or organizations.

Our agency hereby certifies we have the appropriate staff and skills to complete this commitment and assist in meeting the needs of Loe County's most vulnerable residents.

Signature: Le La Jea L	, }
Typed Name: <u>Lois M Healy</u>	
Title: Executive Director/CEO	