### Before Starting the Special CoC Application

You must submit both of the following parts in order for us to consider your Special NOFO Consolidated Application complete:

- 1. the CoC Application, and
- 2. the CoC Priority Listing.

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
 24 CFR part 578

- Special NOFO CoC Application Navigational Guide

- Section 3 Resources

- Frequently Asked Questions

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The Special Notice of Funding Opportunity (Special NOFO) for specific application and program requirements.

2. The Special NOFO Continuum of Care (CoC) Application Detailed Instructions for Collaborative Applicants which provide additional information and guidance for completing the application.

- 3. All information provided to ensure it is correct and current.
- 4. Responses provided by project applicants in their Project Applications.
- 5. The application to ensure all documentation, including attachment are provided.

CoC Approval is Required before You Submit Your CoC's Special NOFO CoC Consolidated Application

- 24 CFR 578.9 requires you to compile and submit the Special NOFO CoC Consolidated Application on behalf of your CoC.

- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

#### Answering Multi-Part Narrative Questions

Many questions require you to address multiple elements in a single text box. Number your responses to correspond with multi-element questions using the same numbers in the question. This will help you organize your responses to ensure they are complete and help us to review and score your responses.

#### Attachments

Questions requiring attachments to receive points state, "You must upload the [Specific Attachment Name] attachment to the 4A. Attachments Screen." Only upload documents responsive to the questions posed–including other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

- Attachments must match the questions they are associated with–if we do not award points for evidence you upload and associate with the wrong question, this is not a valid reason for you to appeal HUD's funding determination.

- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).

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### 1A. Continuum of Care (CoC) Identification

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness

- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

1A-1. CoC Name and Number: FL-603 - Ft Myers, Cape Coral/Lee County CoC

1A-2. Collaborative Applicant Name: Lee County Board of County Commissioners

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Lee County Board of County Commissioners

1A-5.	New Projects	
	Complete the chart below by indicating which funding opportunity(ies) your CoC applying for projects under. A CoC may apply for funding under both set asides; however, projects funded through the rural set aside may only be used in rural areas, as defined in the Special NOFO.	
1.	Unsheltered Homelessness Set Aside	Yes
2.	Rural Homelessness Set Aside	No

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# 1B. Project Capacity, Review, and Ranking–Local Competition

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
  24 CFR part 578
  Special NOFO CoC Application Navigational Guide
  Section 3 Resources

- Frequently Asked Questions

1B-1.	Web Posting of Your CoC Local Competition Deadline-Advance Public Notice. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Local Competition Deadline attachment to the 4A. Attachments Screen.	
	Enter the date your CoC published the deadline for project application submission for your CoC's local competition.	07/11/2022

1B-2.	Project Review and Ranking Process Your CoC Used in Its Local Competition. (All Applicants)	
	Special NOFO Section VII.B.1.a.	
	You must upload the Local Competition Scoring Tool attachment to the 4A. Attachments Screen.	
	Select yes or no in the chart below to indicate how your CoC ranked and selected new project applications during your CoC's local competition:	
1.	Established total points available for each project application type.	Yes
2.	At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).	Yes
3.	At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).	Yes

1B-3.	Projects Rejected/Reduced-Notification Outside of e-snaps. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4A. Attachments Screen.	
1.	Did your CoC reject or reduce any project application(s)?	Yes
2.	Did your CoC inform the applicants why their projects were rejected or reduced?	Yes
3.	If you selected yes, for element 1 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	09/14/2022

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1B-3a.	Projects Accepted-Notification Outside of e-snaps. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Notification of Projects Accepted attachment to the 4A. Attachments Screen.	
	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, list the latest date of any notification. For example, if you notified applicants on 6/26/22, 6/27/22, and 6/28/22, then you must enter 6/28/22.	09/14/2022

1B-4.	Web Posting of the CoC-Approved Special NOFO CoC Consolidated Application. (All Applicants)	
	Special NOFO Section VII.B.1.b.	
	You must upload the Web Posting–Special NOFO CoC Consolidated Application attachment to the 4A. Attachments Screen.	
	Enter the date your CoC posted its Special NOFO CoC Consolidated Application on the CoC's website or affiliate's website—which included: 1. the CoC Application, and 2. Priority Listings.	11/03/2022

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### 2A. System Performance

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness

- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

2A-1.	Reduction in the Number of First Time Homeless–Risk Factors.	
	Special NOFO Section VII.B.2.b.	

	Describe in the field below:
	how your CoC determined which risk factors your CoC uses to identify persons becoming homeless for the first time;
2.	how your CoC addresses individuals and families at risk of becoming homeless; and
	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time or to end homelessness for individuals and families.

#### (limit 2,500 characters)

1. The CoC compiled of qualitative data obtained during Coordinated Entry Assessment completed between 1/1/2021 and 7/31/2021. Over this period there were a total of 1,660 Coordinated Assessment narratives completed. From these, the CoC used formulas to calculate the top risk factors leading to homelessness. The CoC determined that the largest contributing factors to homelessness were mental health issues, domestic violence, covid related losses of income/evictions, and incarcerations.

2. The Co-Lead agency the CoC collaborates closely with the two available homelessness prevention programs. The program funded by the CARES act and Continuing Appropriations Act identifies anyone who has lost income or opportunity due to the COVID-19 pandemic as being at risk of homelessness, and can assist with back rent payments. The other prevention program funded administered by Lee County Human and Veteran Services prioritizes individuals who have become homeless for the first time, and those who have received an eviction notice. While these programs are not directly funded by the CoC, Coordinated Entry staff are trained on the qualification criteria for both programs, and are able to make referrals and provide direction for each. The CoC Governing Board is responsible for setting strategies for reduce the number of households that begin homeless for the first time, and addresses the goal of making homelessness rare in the Strategic Plan. The Program Manager of the Family Impact Unit within HVS is responsible for oversight of the prevention program. The CARES Act and Continuing Appropriations Act programs are overseen by the Lee County Procurement Department.

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#### 2A-2. Length of Time Homeless–Strategy to Reduce. (All Applicants)

Special NOFO Section VII.B.2.c.

	Describe in the field below:
1.	your CoC's strategy to reduce the length of time individuals and persons in families remain homeless;
2.	how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the length of time individuals and families remain homeless.

#### (limit 2,500 characters)

1. Lee County's strategic plan commits to a holistic approach to streamlining and expanding services to reduce the length of time individuals remain homeless. Initiatives include: a)Expanding and retooling street outreach to quickly engage, assess and refer individuals experiencing homelessness, especially those less likely to engage with services independently b) Collaborating with Law Enforcement to launch initiatives diverting chronically homeless individuals from the justice system to permanent housing c) Identifying and removing barriers from housing and emergency shelter programs d) Expanding CoC funded housing resources and access to affordable housing system-wide

2. Every individual entered into Lee County's Coordinated Entry system is assessed for the length of time they have been homeless, and chronically homeless individuals are given priority for housing resources, regardless of barriers. Additionally, Lee County has established and continues to expand permanent supportive housing resources for chronically homeless, high needs clients.

3. The CoC Governing Board is responsible for setting prevention policy, and addresses the goal of making homelessness brief in the Strategic Plan. The Program Manager of the Family Impact Unit within HVS is responsible for oversight of the prevention program.

2A-3.	Successful Permanent Housing Placement or Retention. (All Applicants)	
	Special NOFO Section VII.B.2.d.	
	Describe in the field below how your CoC will increase the rate that individuals and persons in families residing in:	
1.	emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations; and	
2.	permanent housing projects retain their permanent housing or exit to permanent housing destinations.	

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1.Lee County has worked with the two emergency shelter projects to reduce barriers to entry and improve the rate of exits to permanent housing. Staff at both emergency shelters have the ability to perform the assessment portion of the coordinated entry system, which qualifies candidates for rapid rehousing and permanent supportive housing. Emergency shelter staff also facilitates job searches, access to on-site mental healthcare, SOAR applications, and other supportive services. Rapid Rehousing case managers from every funded agency meet virtually every week to collaborate on challenging cases, address common issues, share resources, and develop long term strategies to support their clients' housing sustainability. The group has also begun to work collaboratively with the Housing Authority of the City of Fort Myers to transition clients from Rapid Rehousing to Emergency Housing Vouchers and Section 8 vouchers.

2.Permanent housing projects in Lee County feature a low rate of exits to homelessness. Of 95 clients who were active in Permanent housing projects in 2020, less than 16% exited to a transitional or homeless situation during the calendar year. The CoC continues to improve that metric by connecting permanent housing clients to supportive services, including an on-site SOAR specialist, on-site mental heath counseling, and other supportive services. The CoC has also committed in it's strategic plan to collaborating with Housing Authorities to develop a 'move on' strategy to help clients access permanent housing vouchers.

2A-4.	Returns to Homelessness-CoC's Strategy to Reduce Rate. (All Applicants)
	Special NOFO Section VII.B.2.e.
	Describe in the field below:
1.	how your CoC identifies individuals and families who return to homelessness;
2.	your CoC's strategy to reduce the rate of additional returns to homelessness; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the rate individuals and persons in families return to homelessness.

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1. The CoC regularly gathers and reviews data to identify individuals and families who return to homelessness. A return to homelessness is identified when a client exits an HMIS program to a negative housing destination, or when a client exits to a positive housing destination but subsequently enters another HMIS program indicating a homeless status at program entry. Additionally, case managers within the lead agency call former clients at regular intervals following discharge to ensure that the individual or family has maintained stable housing, and to refer clients to prevention measures, if necessary.

2. Lee County's strategic plan seeks to make homelessness a one-time experience by a) Using data to identify risk factors for returns to homelessness and educating the design of housing programs that provide comprehensive supportive services b) Developing service solution that are focused on building community based support networks and increasing economic mobility c) Implementing and monitoring a move-on strategy with affordable housing providers, including the Public Housing Authority, Low Income Housing Tax Credit (LIHTC) development, multifamily assisted housing owners, and other local low-income housing programs

3. The CoC Governing Board is responsible for setting policy to reduce returns to homelessness, and addresses the goal of making homelessness a one-time experience in the Strategic Plan. The Coordinated Entry Coordinator and Homeless Impact Manager at the CoC Lead Agency are responsible for continually monitoring return to homelessness data and failed housing referrals.

2A-5. Increasing Employment Cash Income-Strategy. (All Applicants)	
Special NOFO Section VII.B.2.f.	
Describe in the field below:	
1. the strategy your CoC has implemented to increase employment cash sources;	
2. how your CoC works with mainstream employment organizations to help individuals and families increase their cash income; and	
3. provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase income from employment.	

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1. Lee County's Strategic Plan established a goal to a) expand community partnerships between business and education communities b) Increase education, training, and vocational experiences for individuals to improve employability and self-sufficiency. c) Facilitate community partnerships to identify and secure funding for expanding education and training programs that lead to employment. d) Engage the business community to provide on-the-job training, internships, and mentoring programs leading to employment. e) Ensure that literacy programs are made accessible and relevant to children, adults, and families. f) Expand low literacy and English as a Second language programs for youth and adults within the environment of the learner. g) Improve employment opportunities and outcomes for individuals transitioning to independence. h) Expand full-time, part-time, and short-term employment opportunities to meet immediate self-sustaining wage-earning needs, and increase the number of supportive employment programs. i) Improve communication and resources to help people find and maintain gainful employment.

2. The CoC has existing relationships with several agencies that offer job training, readiness, and placement assistance including Grace Church, which hosts a regular 'second chance job and resource fair', Goodwill's Job-Link, and Veteran Specific programs offered through the VA. Lee County CoC consistently collaborates with these partner agencies, and provides referrals to existing clients to increase cash income.

3. The CoC Governing Board is responsible for setting policy to engage and maintain relationships with partners that will increase clients employment income, and lays out the strategy in the Strategic Plan. The Family Impact Manager and Homeless Impact Manager at the CoC Lead Agency are responsible for ensuring that information related to employment fairs, job opportunities and job training opportunities are distributed to case management staff and clients.

2A-5a.	Increasing Non- employment Cash Income–Strategy. (All Applicants)	
	Special NOFO Section VII.B.2.f.	
	Describe in the field below:	
1.	the strategy your CoC has implemented to increase non-employment cash income;	
2.	your CoC's strategy to increase access to non- employment cash sources; and	
3.	provide the organization name or position title that is responsible for overseeing your CoC's strategy to increase non- employment cash income.	

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1-2 Lee County CoC's strategy to increase access to non-employment cash sources and non-employment cash income is part of the overall plan to expand wrap-around community-based services. Coordinated Entry staff screen for the presence of non-cash income at the "front door" of the Coordinated Entry system, and regularly make referrals to established partner agencies. Staff at Community Cooperative regularly assist clients with SNAP benefits, and staff at the Continuum's Homeless Resource Day Center can assist with SOAR applications (both of which accept CE referrals, as well as walk ins). All housing case managers at the co-lead agency (Lee County Department of Human and Veteran Services are SOAR certified, and clients in all permanent supportive housing programs in the CoC have access to a SOAR specialist on site. The CoC Governing Board is responsible for setting policy to engage and maintain relationships with partners that will increase clients non-cash income, and lays out the strategy in the Strategic Plan. The Family Impact, Homeless Impact, and Community Impact Managers are responsible for ensuring that clients are referred and served by SOAR case management staff, and the SOAR subrecipient.

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# 2B. Coordination and Engagement–Inclusive Structure and Participation

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness 24 CFR part 578
- Special NOFO CoC Application Navigational Guide Section 3 Resources
- Frequently Asked Questions

2B-1	Inclusive Structure and Participation–Participation in Coordinated Entry. (All Applicants)	
	Special NOFO Sections VII.B.3.a.(1)	
	In the chart below for the period from May 1, 2021 to April 30, 2022	

	In the chart below for the period from May 1, 2021 to April 30, 2022:
1.	select yes or no in the chart below if the entity listed participates in CoC meetings, voted-including selecting CoC Board members, and participated in your CoC's coordinated entry system; or
2.	select Nonexistent if the organization does not exist in your CoC's geographic area:

	Organization/Person	Participated in CoC Meetings	Voted, Including Electing of CoC Board Members	Participated in CoC's Coordinated Entry System
1.	Affordable Housing Developer(s)	Yes	Yes	Yes
2.	Agencies serving survivors of human trafficking	Yes	Yes	Yes
3.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
4.	CoC-Funded Victim Service Providers	Nonexistent	No	No
5.	CoC-Funded Youth Homeless Organizations	Nonexistent	No	No
6.	Disability Advocates	Yes	Yes	No
7.	Disability Service Organizations	Yes	Yes	Yes
8.	Domestic Violence Advocates	Yes	Yes	No
9.	EMS/Crisis Response Team(s)	Yes	Yes	Yes
10.	Homeless or Formerly Homeless Persons	Yes	Yes	No
11.	Hospital(s)	Yes	Yes	No
12.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tri Organizations)	bal Nonexistent	No	No
13.	Law Enforcement	Yes	Yes	Yes
14.	Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) Advocates	Yes	Yes	No
15.	LGBTQ+ Service Organizations	Yes	Yes	No
16.	Local Government Staff/Officials	Yes	Yes	Yes
17.	Local Jail(s)	Yes	Yes	Yes
18.	Mental Health Service Organizations	Yes	Yes	Yes
19.	Mental Illness Advocates	Yes	Yes	No
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#### Applicant: Lee County CoC Project: FL-603 CoC Registration FY 2022

20.	Non-CoC Funded Youth Homeless Organizations	No	No	No
21.	Non-CoC-Funded Victim Service Providers	Yes	Yes	Yes
22.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	No
23.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	No
24.	Organizations led by and serving people with disabilities	Yes	Yes	Yes
25.	Other homeless subpopulation advocates	Yes	Yes	No
26.	Public Housing Authorities	Yes	Yes	Yes
27.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
28.	Street Outreach Team(s)	Yes	Yes	Yes
29.	Substance Abuse Advocates	Yes	Yes	No
30.	Substance Abuse Service Organizations	Yes	Yes	No
31.	Youth Advocates	Yes	Yes	Yes
32.	Youth Service Providers	No	No	No
	Other:(limit 50 characters)			•
33.				
34.				

#### By selecting "other" you must identify what "other" is.

2B-2.	Open Invitation for New Members. (All Applicants)	
	Special NOFO Section VII.B.3.a.(2), V.B.3.g.	
	Describe in the field below how your CoC:	
1.	communicated the invitation process annually to solicit new members to join the CoC;	
2.	ensured effective communication with individuals with disabilities, including the availability of accessible electronic formats;	
3.	conducted outreach to ensure persons experiencing homelessness or formerly homeless persons are encouraged to join your CoC; and	
4.	invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, other People of Color, persons with disabilities).	

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1. The Executive Director of the Lee County Homeless Coalition and the CoC Program Manager actively solicit new members annually via email distributions, and posted constantly on the lead agency and homeless coalition websites.

2. Meeting announcements, agendas and minutes posted online comply with ADA standards to enhance and encourage persons with disabilities to participate. Meetings are virtual via a "Zoom" or Teams meeting platforms that provide real time transcription and "chat boxes" to encourage dialog.

3. Individuals experiencing homeless are identified and encouraged to participate in the CoC through targeted outreach. The CoC Governing Board has at least one member with lived experience, and multiple funded agencies have persons with lived experience represented within their organization, including as board members and as employees. Multiple peer specialists regularly solicit feedback from persons who are homeless and presents that information to CoC leadership through participation in the CoC Governing Board and through one on one meetings. The CoC also has a lived experience working group which meets at least quarterly to provide input for planning. To address equity and engage culturally diverse stakeholders, the CoC General and Governing Board members are regularly reminded to solicit participation from groups underrepresented within the CoC. The CoC conducts and annual review of racial and ethic disparities, including within Board membership, and is actively working to recruit members from underrepresented population groups.

4. The Executive Director of the Lee County Homeless Coalition and the CoC Program Manager actively solicit new members following an assessment of subgroups/agencies that are not represented or are underrepresented within the CoC general membership. Nomination and selection to the CoC Governing Board occurs following a similar assessment of underrepresented subgroups, as well as from active, regular participation in General CoC meetings. The CoC conducts and annual review of racial and ethic disparities, including within Board membership, and is actively working to recruit members from underrepresented population groups.

2B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness. (All Applicants)
	Special NOFO Section VII.B.3.a.(3)
	Describe in the field below how your CoC:
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information; and
3.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

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1. All CoC actions, including planning for funding and development of new activities are presented to the CoC Governing Board and CoC General Membership. The CoC General membership meets monthly and was consulted during the creation of a variety of new projects over the past several years. The CoC Governing Board is consulted for all new funding uses, including HOME, ESG, HOME-ARP funds, ESG-CV, and State funding received to address homelessness.

2. Public input is gathered from the public during quarterly public meetings through a Lee County Board of County Commissioners (BoCC) Advisory Committee. The committee membership includes representatives from low income neighborhoods, local businesses, the United Way, the Department of Children and Families, and advocates for persons who are homeless. All new funding applications and receipts of funding to address homelessness are presented during BoCC meetings. The public is invited to comment on these items during each meeting, as well as present on items of concern to them. The CoC manages a Facebook page and data dashboards which are posted on the lead agency webpage to ensure that performance data and the most up to date CoC related information is shared with the public.

3. All information gathered during public outreach efforts are used in planning and making improvements to activities to address homelessness. As an example, concerns regarding families experiencing unsheltered homelessness and a limited number family emergency shelter beds were heard during public meetings. Based on these comments, the Lead Agency utilized County General funds to create a joint component non-congregate sheltering and rapid rehousing program for families. The program is still operating, but has successfully housed 85 households comprising 275 individuals since its inception in March of 2021.

2B-4.	Public Notification for Proposals from Organizations Not Previously Funded. (All Applicants)
	Special NOFO Section VII.B.3.a.(4)
	Describe in the field below how your CoC notified the public:
1.	that your CoC's local competition was open and accepting project applications;
2.	that your CoC will consider project applications from organizations that have not previously received CoC Program funding;
3.	about how project applicants must submit their project applications;
4.	about how your CoC would determine which project applications it would submit to HUD for funding; and
5.	how your CoC effectively communicated with individuals with disabilities, including making information accessible in electronic formats.

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1. Notice of the local competition opening was sent via direct email to nonprofit organizations that have registered for the lead agencies mailing address. In addition, the local request for applications was distributed to other local funders such as the United Way and the Community Foundation, for distribution to their stakeholders. The request for applications was also posted on the lead agency website, and distributed by the Homeless Coalition. The Performance Evaluation and Ranking Committee (PERC), a subcommittee of the CoC Governing Board, reviews all applications that are submitted, regardless of their current funding status.

2. Notice of the local competition was distributed to numerous non profit organizations, including many that had not previously applied for funding. Agencies that have not previously received CoC Program funding were actively encouraged to apply.

3. Instructions related to the request for application were included in the application package which was posted online and distributed via email. Renewal project applicants received instructions for submitting renewal project applications via direct email. All

applications are received outside of eSnaps, and submitted directly via email to the grants analyst at the Lead Agency.

4. The PERC reviews all new and renewal projects in accordance with the most recent CoC Ranking and Reallocation policies, and the current year ranking tool. All project applications that are submitted prior to the local deadline are reviewed by the PERC, so long as they are submitted by an eligible non-profit applicant. Eligible applicants must be a 501c3, have provided services for a minimum of 12 months prior to application, and must not be on the SAM.org list of debarred agencies. The ranking tool, ranking policies and procedures, and scoring rubric is included in the request for application documents and sent via direct email to all renewal applicants.

5. All documents published on the webpage are OCR to allow for persons with disabilities to use screen readers and other aids. All published documents contain language offering translation or alternative formats.

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### 2C. Coordination / Engagement–with Federal, State, Local, Private, and Other Organizations

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

2C-1.	Coordination with Federal, State, Local, Private, and Other Organizations. (All Applicants)	
	Special NOFO Section VII.B.3.b.	

 In the chart below:

 1.

 select yes or no for entities listed that are included in your CoC's coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or

 2.
 select Nonexistent if the organization does not exist within your CoC's geographic area.

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with Planning or Operations of Projects
1.	Funding Collaboratives	Yes
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Yes
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes
12.	Organizations led by and serving LGBTQ+ persons	Yes
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	Yes
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	Yes
	Other:(limit 50 characters)	
18.		

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2C-2.	CoC Consultation with ESG Program Recipients. (All Applicants)
	Special NOFO Section VII.B.3.b.
	Describe in the field below how your CoC:
1.	consulted with ESG Program recipients in planning and allocating ESG funds;
2.	participated in evaluating and reporting performance of ESG Program recipients and subrecipients;
3.	provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area; and
4.	provided information to Consolidated Plan Jurisdictions to address homelessness within your CoC's geographic area so it could be addressed in Consolidated Plan update.

#### (limit 2,500 characters)

1. Lee County Human and Veteran Services is the lead agency for the CoC and the entitlement grantee for ESG and ESG-CV funds. HVS sought input from the CoC Governing Board, the General Membership, community stakeholders, and the public when planning for and allocating ESG and ESG-CV funds. Consultations take place during regular meetings and public hearings, as well as via direct emails.

2. The Performance Evaluation and Ranking Committee (PERC), a subcommittee of the CoC Governing Board, reviewed all funding applications for ESG-CV funds and made recommendations to the CoC Governing Board for project selection. The Governing Board also votes on allocation of regular annual ESG Allocations. All selected uses for ESG and ESG-CV funds were presented to the Board of County Commissioners during a public meeting.

3. PIT and HIC data are provided to the staff responsible for completed the Con Plan as soon as it is made available.

4. The CoC Governing Board is consulted prior to the submission of all Annual Action and Consolidated Plans. Staff that manage the CoC lead agency responsibilities regularly consult with staff that are responsible for managing the responsibilities of the Consolidate Planning process. Because HVS serves as the lead agency for both processes, consultation is constantly occurring.

2C-3.	Discharge Planning Coordination. (All Applicants)	
	Special NOFO Section VII.B.3.c.	
	Select yes or no in the chart below to indicate whether your CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.	
1.	Foster Care	Yes
2.	Health Care	Yes
3.	Mental Health Care	Yes
4.	Correctional Facilities	Yes

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2C-4.	CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts. (All Applicants)	
	Special NOFO Section VII.B.3.d.	
	Select yes or no in the chart below to indicate the entities your CoC collaborates with:	
1.	Youth Education Provider	Yes
2.	State Education Agency (SEA)	Yes
3.	Local Education Agency (LEA)	Yes
4.	School Districts	Yes

CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts–Formal Partnerships. (All Applicants)	
Special NOFO Section VII.B.3.d.	

	Describe in the field below:
1.	how your CoC collaborates with the entities checked in Question 2C-4; and
2.	the formal partnerships your CoC has with the entities checked in Question 2C-4.

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 Street outreach teams collaborate with with the Lee County School District and other agencies that serve children and youth to connect persons who may not yet be referred to housing programs, and are in need of childcare. The CoC regularly engages the Lee County School District to assess needs, and ensure that all CoC resources are made available to students who are homeless. The CoC recently connected the school district's homeless liaison staff to HMIS. Those staff are now completing coordinated assessments with students and their families who are experiencing category 1 or 4 homelessness. The CoC also partnered with the school district to provide onsite tutoring, on demand transportation, and other services to families who were enrolled in the CoC's joint component family transition collaborative project, which was funded with County General funds. The CoC Lead Agency conducted a presentation regarding CE and RRH resources to all school social workers at the start of the 2021 school year. Coordinated entry staff and street outreach teams regularly collaborate with social workers hired by the Lee County School district to connect homeless youth with appropriate CoC services. The CoC also collaborates directly Florida Gulf Coast university for a variety of projects. including conducting outreach with their campus police team to connect students experiencing homelessness with available services.

2. The CoC has formal partnerships with the Early Learning Coalition and Lee County School District. Contracts for funding exist between Lee County Human and Veteran Services and the local Early Learning Coalition (ELC). The County provides funding to support the operations of the Coalition to provide pre-K, VPK, and infant-to-3 childcare for families who are low income or experiencing homelessness. All CoC funded RRH providers have executed partnership referral agreements with ELC through the Homeless Coalition. These agreements facilitate streamlined and free childcare placements for families that are experiencing homelessness and enrolled in RRH programs.

2C-4b.

CoC Collaboration Related to Children and Youth–Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services. (All Applicants)

Special NOFO Section VII.B.3.d.

Describe in the field below written policies and procedures your CoC adopted to inform individuals and families who become homeless of their eligibility for educational services

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All Lee County CoC service providers must have written policies in place which ensure that individuals and families who become homeless are informed of their eligibility for and receive access to educational services. These policies should detail how homeless families with children will be informed of and referred to the Lee County School Districts homeless students program, A.C.C.E.S.S. Such policies should also include information for all homeless individuals and families regarding local technical schools and universities, which may offer programs and assistance for persons who are homeless. Additionally, programs that specifically serve families with children must have a staff person designated as the education liaison that will ensure that children are enrolled in school and connected to the A.C.C.E.S.S. program, as well as Healthy Start and Head Start, if applicable. The CoC regularly engages the Lee County School District to assess needs, and ensure that all CoC resources are made available to students who are homeless. The CoC recently connected the school district's homeless liaison staff to HMIS. Those staff are now completing coordinated assessments with students and their families who are experiencing category 1 or 4 homelessness. The CoC also partnered with the school district to provide onsite tutoring, on demand transportation, and other services to families who were enrolled in the CoC's joint component Family Transition Collaborative project, which was funded with County General funds.

## 2C-5. Mainstream Resources–CoC Training of Project Staff. (All Applicants) Special NOFO Section VII.B.3.e.

Indicate in the chart below whether your CoC trains project staff annually on the following mainstream resources available for program participants within your CoC's geographic area:

	Mainstream Resource	CoC Provides Annual Training?
1.	Food Stamps	No
2.	SSI–Supplemental Security Income	No
3.	TANF-Temporary Assistance for Needy Families	No
4.	Substance Abuse Programs	No
5.	Employment Assistance Programs	No
6.	Other	No

2C-5a.	Mainstream Resources–CoC Collaboration with Project Staff Regarding Healthcare Organizations. (All Applicants)		
	Special NOFO Section VII.B.3.e.		
	Describe in the field below how your CoC:		
1.	. systemically provides up-to-date information on mainstream resources available for program participants (e.g., Food Stamps, SSI, TANF, substance abuse programs) within your CoC's geographic area;		program r CoC's
2.	works with project staff to collaborate with healthcare organizations to assist program participants with enrolling in health insurance;		m
3.	provides assistance to project staff with the ef	efits; and	
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#### 4. works with projects to promote SOAR certification of program staff.

#### (limit 2,500 characters)

1. Updates related to mainstream resources are sent directly to case managers, outreach staff, and other who engage with clients via email and also shared during weekly case conferencing meetings. The CoC general membership meeting also includes a spotlight agency presentation each month where all CoC agency and direct service staff receive updates regarding new supportive services and programs available within the CoC. The CoC also updates and maintains a resources guide, which is reprinted annually and widely distributed throughout the CoC's geographic area.

2. The CoC and funded agencies collaborate with organizations including Dept. of Elder Affairs, the Area Agency on Aging, Providence Family Life Centers and others to provide enrollment opportunities for clients.

3. The CoC collaborates directly with the local hospital in bi-weekly healthcare system collaboration meetings. During these meetings the CoC and hospital staff discuss particular high need cases as well as explore options for improving referrals and collaboration between the systems. Staff from local substance abuse and mental health treatment providers are integrated into every aspect of the continuum. Centerstone, a local behavioral health provider, partners closely with street outreach and is a contracted partner for Housing Outreach and Treatment (street outreach) teams in the CoC.

4. The CoC collaborates closely with the PATH funded outreach staff who connect individuals to SOAR benefits. All RRH staff at the lead agency are SOAR certified, as well as many direct services staff at partner agencies. In 2021 the CoC funded Providence Family Life Center to assist program participants with SOAR applications. To date they have completed more than 50 applications with clients who were enrolled in RRH programs, or who were awaiting housing placement

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# 3A. New Projects With Rehabilitation/New Construction Costs

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3A-1.	Rehabilitation/New Construction Costs-New Projects. (Rural Set Aside Only).	
	Special NOFO Section VII.A.	
	If the answer to the question below is yes, you must upload the CoC Letter Supporting Capital	

Costs attachment to the 4A. Attachments Screen.	
Is your CoC requesting funding for any new project(s) under the Rural Set Aside for housing rehabilitation or new construction costs?	No

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### 3B. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

The CoC Special NOFO page provides HUD-approved resources to assist you in completing the Special NOFO CoC Application, including:

- Special Notice of Funding Opportunity to Address Unsheltered and Rural Homelessness
- 24 CFR part 578
- Special NOFO CoC Application Navigational Guide
- Section 3 Resources
- Frequently Asked Questions

3B-1.	Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	
		-
	Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?	No
3B-2.	Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes. (Rural Set Aside Only)	
	Special NOFO Section VII.C.	
	You must upload the Project List for Other Federal Statutes attachment to the 4A. Attachments Screen.	
	If you answered yes to question 3B-1, describe in the field below:	
1.	how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and	
2.	how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act.	

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### 4A. Attachments Screen For All Application Questions

Please read the following guidance to help you successfully upload attachments and get may points:				ssfully upload attachments and get maximum		
	1.	You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete.				
	2.	You must up	load an attachment for each document lis	ted where 'Required?' is 'Yes'		
	3.	necessary. ( often produce files as a Prir	We prefer that you use PDF files, though other file types are supported-please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images and reduces file size. Many systems allow you to create PDF files as a Print Option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube.			
	4.	Attachments	must match the questions they are assoc	ciated with.		
	5.	Only upload the review pr	I documents responsive to the questions ocess, which ultimately slows down the fit	posed-including other material slows down unding process.		
	6.	If you cannot read the attachment, it is likely we cannot read it either. - We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time). - We must be able to read everything you want us to consider in any attachment.				
7. Open attachments once uploaded to ensure they are the correct attachment for the Document Type.			the correct attachment for the required			
Document Type	Requ	iired?	Document Description	Date Attached		
1B-1. Local Competition Announcement	Yes		Local Competition	10/27/2022		
1B-2. Local Competition Scoring Tool	Yes		Local Competition	10/27/2022		
1B-3. Notification of Projects Rejected-Reduced	Yes		Notification of P	10/27/2022		
1B-3a. Notification of Projects Accepted	Yes		Notification of P	10/29/2022		
1B-4. Special NOFO CoC Consolidated Application	Yes					
3A-1. CoC Letter Supporting Capital Costs	No					
3B-2. Project List for Other Federal Statutes	No					
P-1. Leveraging Housing Commitment	No					
P-1a. PHA Commitment	No		PHA MOU	10/31/2022		
P-3. Healthcare Leveraging Commitment	No		Healthcare Levera	10/28/2022		
P-9c. Lived Experience Support Letter	No		Lived Experience	10/31/2022		
Plan. CoC Plan	Yes		CoC Plan	10/28/2022		

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### **Attachment Details**

**Document Description:** Local Competition Announcement

### **Attachment Details**

Document Description: Local Competition Scoring Tool

### **Attachment Details**

Document Description: Notification of Projects Rejected Reduced

### **Attachment Details**

Document Description: Notification of Projects Accepted

### **Attachment Details**

**Document Description:** 

### **Attachment Details**

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**Document Description:** 

### **Attachment Details**

**Document Description:** 

### **Attachment Details**

Document Description:

### **Attachment Details**

Document Description: PHA MOU

### **Attachment Details**

**Document Description:** Healthcare Leveraging Commitment

### **Attachment Details**

**Document Description:** Lived Experience Approval Letter

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### **Attachment Details**

Document Description: CoC Plan

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### Submission Summary

Ensure that the Special NOFO Project Priority List is complete prior to submitting.

10/17/2022 10/18/2022
10/18/2022
08/03/2022
10/18/2022
10/19/2022
No Input Required
10/18/2022
Please Complete
No Input Required

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					County's	Opioid Abat Strategy				2022	2022 at 5:00 pm
					Availabil	otice of Fur lity for Affor ng Developm	rdable	U.S Department of Urban Developme	-	d September 1 2022	9, October 24, 2022 at 5:00 pm
					View Pr	revious F	unding (	Opportunities			
					COC app Con Fun Viol	A #08-2022- CDV Reques dication for titinuum of i ding Domer lence Bonu: A Budget Ter dendum 1	<u>it for</u> 2022 Care stic s Projects	Continuum of Care	- (COC)	August 4, 2022	August 26, 2022
					Reg for Gar RFA Add Res	408-2022- quest for ap 2022 Conti E Funding Budget Ter dendum 1 ponses to R estions	plication inuum of mplate	Continuum of Care	: (COC)	July 11, 2022	August 26, 2022



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

July 19, 2022

#### ADDENDUM NUMBER ONE (1) Request for Applications for

2022 Continuum of Care Funding

The following represents clarification, additions, deletions, and/or modifications to the above referenced Request for Applications. This addendum shall hereafter be regarded as part of the RFA. Items not referenced herein remain unchanged, including funding window dates. Words, phrases or sentences with a strikethrough represent deletions to the original RFA. Underlined words and bolded phrases or sentences represent additions to the original RFA.

#### Addendum 1 Explanation:

The amount of funding estimated to be available for new projects for the 2022 Annual CoC NOFO is being increased from \$807,084 to \$1,020,060. This increase was caused by the reallocation of funding from an existing project.

The following modifications are being made to the above RFA to relect this increase.

Page 2:

#### **Funding Available**

HUD Continuum of Care Program New Projects Funding amount subject to publication of the NOFO by HUD* (Annual NOFO)	<del>\$807,084-</del> \$1,020,060*
HUD Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness (Supplemental NOFO)	\$3,472,753

#### Page 8:

### **2022 HUD CoC Competition (Annual NOFO) – New Projects**

HUD's 2022 CoC Program Notice of Funding Opportunity allows for funding of specific programs to address homelessness.

# A total of <del>\$807,084</del>\$1,020,060 is anticipated to be made available for these projects, pending the release of the forthcoming NOFO from HUD. Funding of project applications is contingent on HUD's award to HVS under the NOFO.

ALL OTHER TERMS AND CONDITIONS OF THE NOFA ARE AND SHALL REMAIN THE SAME.





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

August 15, 2022

#### ADDENDUM NUMBER TWO (2) Request for Applications for

2022 Continuum of Care Funding

The following represents clarification, additions, deletions, and/or modifications to the above referenced Request for Applications. This addendum shall hereafter be regarded as part of the RFA. Items not referenced herein remain unchanged, including funding window dates. Words, phrases or sentences with a strikethrough represent deletions to the original RFA. Underlined words and bolded phrases or sentences represent additions to the original RFA.

#### Addendum 2 Explanation:

Limited applications were received by the original August 15, 2022, 5:00 pm deadline. The deadline is being extended to August 26, 2022 at 5:00 pm to allow more time for submissions. The date for the ranking and review committee meeting is also being adjusted to allow sufficient time for the committee to review applications. The review committee will now meet at 9 am on Friday, September 2, 2022, via Teams:

### Microsoft Teams meeting

#### Join on your computer or mobile app

Click here to join the meeting

#### Or call in (audio only)

+1 321-414-2159,,250943536# United States, Orlando

Phone Conference ID: 250 943 536#

Find a local number Reset PIN

ALL OTHER TERMS AND CONDITIONS OF THE NOFA ARE AND SHALL REMAIN THE SAME.



## **REQUEST FOR APPLICATIONS (RFA)**

for

## 2022 Continuum of Care Funding and 2022 Supplemental Funding to Address Unsheltered Homelessness

RFA Released Monday, July 11, 2022

Applications Due Monday, August 15, 2022 at 5:00 PM

Applications must be submitted by email to Tim Gillmore at <u>tgillmore@leegov.com</u>.

Lee County Human and Veteran Services 2440 Thompson St., Fort Myers, FL 33901 It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time. Applications received after 5:00 p.m. will be returned to the applicant and will not be considered. This Document can be made available in alternative accessible formats upon request.



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

#### Lee County Human and Veteran Services (HVS) Continuum of Care Lead Agency 2022 Request for Applications (RFA) for Continuum of Care Funding

Lee County Human and Veteran Services (HVS) is issuing a Request for Applications (RFA) for the 2022 Continuum of Care funding opportunity (Annual NOFO) and the Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness (Supplemental NOFO) through the following U.S. Department of Housing and Urban Development (HUD).

#### Funding Available

HUD Continuum of Care Program New Projects Funding amount subject to publication of the NOFO by HUD* (Annual NOFO)	\$807,084*
HUD Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness (Supplemental NOFO)	\$3,472,753

\*Annual funding amount subject to change upon release of the 2022 CoC NOFO from HUD. If additional funding opportunities become available to HVS following the issuance of this RFA, HVS reserves the right to select an eligible project submitted in response to this RFA without issuing an additional RFA(s).

HVS may make funding available under the Annual NOFO to projects that:

- 1. Utilize the Housing First philosophy
- 2. Emphasize rapid exit from homelessness
- 3. Emphasize stable, permanent housing with linkages to supportive services as the primary strategy for ending homelessness
- 4. Provide innovative solutions to move Lee County forward in making homelessness rare, brief and one-time.
- 5. Comply with any additional terms, conditions, threshold requirements, statutory requirements, best practices, or any other criteria detailed or referenced in the forthcoming NOFO from HUD.

HVS may make funding available under the Supplemental NOFO to projects that:

- 1. Aim to reduce the number of persons experiencing unsheltered homelessness in Lee County
- 2. Utilize the Housing First philosophy
- 3. Emphasize rapid exit from homelessness
- 4. Emphasize stable, permanent housing with linkages to supportive services as the primary strategy for ending homelessness
- 5. Provide innovative solutions to move Lee County forward in making homelessness rare, brief and one-time.
- 6. Comply with all additional terms, conditions, threshold requirements, statutory requirements, best practices, or any other criteria detailed or referenced in the <u>Supplemental Notice of Funding Opportunity to Address Unsheltered and</u> <u>Rural Homelessness FR-650-N-25S</u>.



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

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

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

Terms of this RFA are subject to the terms of the upcoming Notice of Funding Opportunity to be published by HUD and may change.

HVS reserves the right to apply such changes without further notice to applicants.

The funding of project applications submitted pursuant to the Annual and Supplemental NOFOs and selected by HVS is contingent on HUD's award to HVS under the Annual and Supplemental NOFOs.

#### **Questions Regarding this RFA**

Questions from potential applicants must be submitted via email to Tim Gillmore at tgillmore@leegov.com, should use the subject line "RFA Questions", and be received no later than 5:00 pm on <u>Monday, August 1, 2022</u>. HVS will compile all questions and answers and provide responses to applicants no later than <u>5:00 pm, Wednesday, August 3, 2022</u>.

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

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

SECTION I:	General Information
SECTION II:	Scope of Grant Activities
SECTION III:	
SECTION IV:	
SECTION V:	
SECTION VI:	••



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

### **SECTION I: General Information**

#### **Strategic Use and Alignment of Resources**

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

#### **Funding Priorities**

The submitted applications will be evaluated in part, on the extent the project is able to demonstrate achievement of HUD's System Performance Measures (as indicated below), and the goals and strategies outlined in the Home, Together: Federal Strategic Plan to Prevent and End Homelessness (www.usich.gov/home-together).

#### **Priority 1: HUD System Performance Measures**

HUD has developed the following system-level performance measures to help communities gauge their progress in preventing and ending homelessness:

- 1. Length of time persons remain homeless;
- 2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness;
- 3. Number of homeless persons;
- 4. Jobs and income growth for homeless persons;
- 5. Number of persons who become homeless for the first time;
- 6. Successful housing placement;

HUD strongly encourages CoCs to emphasize the policy priorities established in the aforementioned strategies and system performance measures when evaluating, ranking and selecting projects. Proposed projects that clearly describe how the project will improve the CoC's System Performance Measures, and move the community forward toward making homelessness rare, brief, and one-time will score higher and receive priority for funding.

#### **Priority 2: Innovation**

Proposed projects that include innovative and effective best practices, including engagement of persons with lived experience will receive higher scores and consideration than those projects that are a continuation or capacity expansion of a current program.

HVS is seeking 'out of the box' applications and encourage proposals incorporate different component types, include additional partners (with an established, formal agreement for the proposed project) and engage persons with lived experience, as part of an overall project application.



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

#### **Priority 3: Strategic Partnerships**

<u>Additional points will be awarded to projects that attach written documentation</u> (MOU or letter of support) demonstrating coordination with housing providers, workforce development boards, and healthcare organizations to provide permanent housing and rapid rehousing services. Points will be awarded for projects that have written documentation demonstrating:

- Partnership with public and private healthcare organizations to assist program participants to obtain medical insurance to address healthcare needs;
- Partnership with public and private healthcare organizations to provide physical healthcare to program participants, including access to prescriptions and ongoing primary care;
- Partnership with behavioral health care providers to provide mental health services and substance use disorder treatment to program participants;
- Partnerships with public housing authorities or other public/private housing providers to provide permanent housing to program participants;
- Partnership with local workforce development centers to provide employment opportunities, job training programs, and job readiness assistance to program participants.

Written documentation must clearly outline the scope of services that will be provided, the number of program participants that are anticipated to benefit from the partnership and the dollar value of the proposed commitment.

#### **Priority 4: Project Design and Need**

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

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

- Ensure ongoing housing (financial) assistance and case management/supportive services (directly or through linkages) for homeless individuals or families in permanent supportive housing project.
- Are low barrier and housing first focused
- Focus on housing plans and not service plans
- Utilize the community-wide Coordinated Entry Process which prioritizes persons for services according to their vulnerability to dying on the streets and their chronic homelessness status
   <u>Program components and eligible costs for PSH projects can be viewed at 24 CFR 578.49-53</u>

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

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


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

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

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

Program components and eligible costs for TH/RRH projects can be viewed at 24 CFR 578.49-53

**Supportive Services Only (SSO)** projects allow recipients to provide supportive services—such as conducting outreach to sheltered and unsheltered homeless persons and families and providing referrals to other housing or other necessary services—to families and individuals experiencing homelessness. The recipient may only assist program participants for whom the recipient or subrecipient of the funds is not providing housing or housing assistance.

Best practices for SSO projects are provided by HUD and USICH, some are included in the links below. <u>https://www.hudexchange.info/news/coc-program-special-nofo-digest-unsheltered-homelessness/</u> <u>https://www.usich.gov/news/responding-to-the-growing-crisis-of-unsheltered-homelessness-and-encampments/</u> https://www.huduser.gov/portal/sites/default/files/pdf/Implementing-Aprroaches-to-Address-Unsheltered-Homlessness-2020.pdf

All SSO projects should focus on addressing unsheltered homelessness and assisting persons with the most severe service needs.

**HMIS Projects.** The HMIS Lead Agency, as designated by the CoC, may apply for projects under the **HMIS program component**, which can include budget line items for HMIS and Project Administration. In addition to the eligible costs listed in the previous section, HMIS Leads under the HMIS program component may use funds for other eligible costs related to establishing, operating, customizing, and otherwise administering an HMIS. These additional eligible costs are only available to HMIS Leads. Under the HMIS program component, HMIS Lead entities can apply for funds to support:

- Leasing/operating a structure in which the HMIS operates
- Establishing, operating, and customizing a CoC's HMIS, including:
  - Hosting and maintaining HMIS software data
  - Backing up, recovering, or repairing HMIS software or data
  - Upgrading, customizing, and enhancing the HMIS
  - Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients that use several software systems
  - o Administering the HMIS
  - Reporting to service providers, the CoC, and HUD
  - Conducting training in use of the HMIS, including travel to the training

### Housing First Philosophy

Projects must utilize a Housing First philosophy, which is an approach to make homelessness rare, brief and one-time, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed. Housing First programs share critical elements:

- A focus on helping individuals and families access and sustain permanent housing as quickly as possible (within 30 days or less) without unnecessary barriers or time limits;
- A variety of services delivered to promote housing stability and individual well-being on an as-needed basis; and
- A standard lease agreement to housing as opposed to mandated therapy or service compliance.

### **Project Completion Timeframes**

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



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## **Critical Dates and Timeline**

Monday, July 11, 2022		HVS Issued Request for Applications for 2022 Continuum of Care (CoC) Funding and Supplemental Funding
Wednesday, July 20, 2022	1:00 PM	Optional Pre-Application Meeting Microsoft Teams meeting Join on your computer or mobile app <u>Click here to join the meeting</u> Or call in (audio only) <u>+1 321-414-2159,700489526#</u> United States, Orlando Phone Conference ID: 700 489 526# <u>Find a local number   Reset PIN</u>
Monday, August 1, 2022	5:00 PM	Deadline for questions regarding RFA
Wednesday, August 3, 2022	5:00 PM	Responses to RFA Questions
Monday, August 15, 2022	5:00 PM	<b>SUBMISSION DEADLINE</b> – Project Applications
Monday, August 15, 2022 Thursday, August 25, 2022	<b>5:00 PM</b> 1:00 PM	SUBMISSION DEADLINE – Project Applications         Performance, Evaluation, and Ranking Committee         Members will meet to score each project application using the published         Scoring Criteria for New Projects.         Microsoft Teams meeting         Join on your computer or mobile app         Click here to join the meeting         Or call in (audio only)         +1 321-414-2159,,250943536#         United States, Orlando         Phone Conference ID: 250 943 536#         Find a local number   Reset PIN

## **Applicant Eligibility**

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

Applicant must also meet all the following requirements

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

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

Any applicant on the excluded parties list (<u>www.sam.gov/SAM/</u>) will be considered <u>ineligible</u> for funding.



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

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

Projects acceptable under this request include:

- New Project a project that does not currently exist and if funded will increase overall service and/or bed capacity in Lee County.
- Expansion of Funding for a Current Project a project currently operating in the community that is being expanded. Applicants must clearly identify the need for expanded services, and demonstrate a quantifiable increase in the number **and** type of services being provided.

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

If a project includes multiple, linked activity types (components), only one application, that details the different activity types, needs to be completed. The single project application should explain in detail all activity types and the project outcomes for the different activity types.

### **2022 HUD CoC Competition (Annual NOFO) – New Projects**

HUD's 2022 CoC Program Notice of Funding Opportunity allows for funding of specific programs to address homelessness.

#### A total of \$807,084 is anticipated to be made available for these projects, pending the release of the forthcoming NOFO from HUD. Funding of project applications is contingent on HUD's award to HVS under the NOFO.

#### **Eligible Activities**

HUD CoC Program funding for a new projects can be used for the following project types:

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



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### **2022 HUD CoC Supplemental to Address Unsheltered and Rural Homelessness** (Supplemental NOFO)– New Projects

HUD's 2022 Supplemental to Address Unsheltered and Rural Homelessness (Supplemental NOFO)– New Projects allows for funding of new projects.

#### A total of \$3,472,753 is available for these projects over a three-year grant term. Funding of project applications is contingent on HUD's award to HVS under the NOFO.

#### **Eligible Activities**

HUD CoC Program funding for new projects under the Supplemental NOFO can be used for the following project types:

- Supportive Services Only (SSO) project allows recipients to provide supportive services—such as conducting outreach to sheltered and unsheltered homeless persons and families and providing referrals to other housing or other necessary services—to families and individuals experiencing homelessness.
- Permanent Housing (PH)
  - Permanent Supportive Housing (PSH) to include project-based and/or scattered site rental assistance/leasing projects with supportive services for individuals and families experiencing chronic homelessness.
  - Rapid Re-Housing (RRH) housing search and relocation services and short- and medium-term rental assistance to move homeless persons and families (with or without a disability) as rapidly as possible into permanent housing.
- Joint Transitional Housing Rapid Rehousing Combination Projects project combines two existing program components-transitional housing and rapid rehousing in a single project to serve individuals and families experiencing homelessness
- Homeless Management Information System (HMIS) The HMIS Lead Agency, as designated by the CoC, may apply for projects under the HMIS program component, which can include budget line items for HMIS and Project Administration. In addition to the eligible costs listed in the previous section, HMIS Leads under the HMIS program component may use funds for other eligible costs related to establishing, operating, customizing, and otherwise administering an HMIS. These additional eligible costs are only available to HMIS Leads.

Acquisition, rehabilitation, and new construction are NOT eligible under the Supplemental NOFO.

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

2022 Continuum of Care Notice of Funding Opportunity will be posted on the HUD website: https://www.hud.gov/program\_offices/comm\_planning/coc/competition

Continuum of Care Supplemental to Address Unsheltered and Rural Homelessness

https://www.hud.gov/sites/dfiles/CPD/documents/CoC/Unsheltered-and-Rural-Homelessness-NOFO-FR-6500.pdf

CoC Program Eligibility Requirements:

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

CoC Program Laws, Regulations, and Notices:

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

CoC Match Documentation:

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

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

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

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### **Eligible Clients**

To be eligible for assistance with Continuum of Care funds, individuals or families must meet the following criteria:

- Unsheltered individuals and families who qualify as homeless under Category one (1) and Category four (4) of HUD's Definition of Homelessness. (See Appendix 1)
- Additional eligibility criteria may apply depending on program component: https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/

# **SECTION III: Funding Guidelines**

### **Administrative Costs**

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

Funding Source	Maximum Percent of Admin Allowed
Continuum of Care (CoC)	10%
CoC Supplemental	10%

### **Cost Reimbursement**

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

## Match

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

Funding Source	Percent of Match Required
Continuum of Care (CoC)	25%
CoC Supplemental	25%

## **Cost of Submitting Applications**

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

## **Conflict of Interest**

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



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influence any action or judgment of the applicant. For federally funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **State and Federal Administrative Requirements**

Agencies must comply with Federal administrative requirements. All agencies awarded funds through this RFA will be required to comply with a variety of requirements governing the use of State and Federal funds. Additionally, agencies awarded funds through this RFA will be required to provide access to their financial records to a representative of HVS to evaluate their financial management systems. HVS staff will monitor each program to ensure compliance with the terms of the funding agreement between the HVS and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, and other required information.

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

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

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

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

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

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



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

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

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

**Participation in Continuum of Care (CoC)** – Any agency awarded funding through this RFA is <u>required</u> to 1) actively participate in the CoC including attendance at the monthly CoC and Connect List committee meetings, 2) actively participate and comply with Homeless Management Information System (HMIS) Procedures, and 3) fully participate in the Coordinated Entry Process and only accept referrals for all funded programs through Coordinated Entry.

### **Minimum Funding Request**

The minimum funding request for any project is **\$150,000.** HVS reserves the right to award more or less than the amount of funds requested based on funding available.



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

### **Threshold Requirements**

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

### **Fatal Flaws**

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

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

### **PSH Threshold Requirements**

Additionally, proposed PSH projects seeking funding under the Annual or Supplemental NOFO must meet at least 4 of the 5 criteria detailed in Section V.C.3.c of HUD's Supplemental Notice. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants.
- The type of supportive services that will be offered to program participants will ensure successful retention in or help to obtain permanent housing, including all supportive services regardless of funding source.
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social, and employment programs for which they are eligible to apply and which meet the needs of program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education).
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing).
- The proposed project is consistent with <u>HUD</u> and <u>USICH</u> best practices for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs.

### **RRH Threshold Requirements**

Additionally, proposed RRH projects seeking funding under the Annual or Supplemental NOFO must meet at least 4 of the 5 criteria detailed in Section V.C.3.c of HUD's Supplemental Notice. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants.
- The type of supportive services that will be offered to program participants will ensure successful retention in or help to obtain permanent housing, including all supportive services regardless of funding source.
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social, and employment programs for which they are eligible to apply and which meet the needs of program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education).
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing).
- The proposed project is consistent with <u>HUD</u> and <u>USICH</u> best practices for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs.



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#### Joint TH-RRH Threshold Requirements

Additionally, proposed Joint TH and PH-RRH projects seeking funding under the Annual or Supplemental NOFO must meet at least 4 of the 6 criteria detailed in Section V.C.3.c of HUD's Supplemental Notice. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants (e.g., ensuring a range of bedroom sizes to assist various family sizes.)
- The proposed project will provide enough rapid rehousing assistance to ensure that at any given time a program participant may move from transitional housing to permanent housing. This may be demonstrated by identifying a budget that has twice as many resources for the rapid rehousing portion of the project than the TH portion, by having twice as many PH-RRH units at a point in time as TH units, or by demonstrating that the budget and units are appropriate for the population being served by the project.
- The type of supportive services that will be offered to program participants will ensure successful retention or help to obtain permanent housing, including all supportive services regardless of funding source.
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social services, and employment programs for which they are eligible to apply and which meet the needs of the program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education).
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing).
- The proposed project is consistent with HUD and USICH best practices for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs.

#### **SSO Threshold Requirements**

. Proposed SSO projects seeking funding under the Supplemental NOFO must meet at least 4 of the 6 criteria detailed in Section V.C.3.c of HUD's Supplemental Notice. Specifically, the project must meet the requirements that:

- The proposed project has a strategy for providing supportive services to those with the highest service needs, including those with histories of unsheltered homelessness and those who do not traditionally engage with supportive services.
- Program participants are assisted to obtain and maintain permanent housing in a manner that fits their needs.
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social services, and employment programs for which they are eligible to apply and which meet the needs of the program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education).
- The project proposed will participate in coordinated entry. (Counts as 2 criteria)
- The proposed project is consistent with HUD and USICH best practices for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs.

### HMIS Threshold Requirements (HMIS Lead Agency Only)

Proposed HMIS projects seeking funding under the Supplemental NOFO must meet at least 3 of the 4 criteria detailed in Section V.C.3.c of HUD's Supplemental Notice. Specifically, the project must meet the requirements that:

- The HMIS funds will be expended in a way that is consistent with the CoC's funding strategy for the HMIS and furthers the CoC's HMIS implementation.
- The HMIS collects all Universal Data Elements as set forth in the HMIS Data Standards. •
- The ability of the HMIS to un-duplicate client records. ٠
- The HMIS produces all HUD-required reports and provides data as needed for HUD reporting (e.g., APR, quarterly reports, • data for CAPER/ESG reporting) and other reports required by other federal partners.



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

Applications that meet threshold criteria will be forwarded to the CoC Performance Evaluation and Ranking Committee for review, scoring and conditional selection. The Committee Members will meet to review and score each project application in accordance with the <u>CoC Ranking and Reallocation Policies</u> and 2022 Lee County CoC Project Ranking Tool (Appendix 3).

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

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

### **Notice of Conditional Selection Decision**

HVS staff will provide written notice regarding the conditional selection decision to each applicant by Friday, September 16, 2022 at 5:00 pm.

### **Post Award Requirements**

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



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# **SECTION V: Application Forms**

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

### **1. Applicant Information**

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

## 2. Project Information

Project Name:		
Project Address (if different from organization address):		
This is a/an:  New Project or Expanded Project		
Total Funding Requested for this Project: \$		
Match Funding Committed for this Project: \$		
Number of Persons to be Served:		
Project Type (check as many as applicable below):		
Permanent Supportive Housing         Joint Transitional Housing (TH)/Rapid Re-Housing		
Rapid Re-Housing         Supportive Services Only (Supplemental NOFO ONLY)		
Homeless Management Information System (HMIS Lead Agency ONLY)		



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Services Provided (check the services that will be provided with the funding requested):				
<ul> <li>Case Management</li> <li>Employment Assistance and Job Training</li> <li>Life Skills Training</li> <li>Outpatient Health Services</li> <li>Child Care</li> <li>Transportation</li> <li>Street Outreach Engagement/Supplies</li> <li>Education Services</li> <li>Substance Abuse Treatment Services</li> </ul>	<ul> <li>Legal Services</li> <li>Housing Search Assistance</li> <li>SOAR Assistance</li> <li>Mental Health Services</li> <li>Outpatient Health Services</li> <li>Furnishings</li> <li>Services for Special Populations</li> <li>Food</li> <li>Utility Deposits</li> </ul>			
Target Population (check as many as applicable below	Target Population (check as many as applicable below):			
<ul> <li>Chronically Homeless</li> <li>Single Individuals</li> <li>Victims of Domestic Violence</li> <li>LGBTQI+ Individuals/Families/Youth</li> <li>Other:</li></ul>	<ul> <li>Families</li> <li>Unaccompanied Youth (ages 18-24)</li> <li>Veterans</li> <li>Individuals with Serve and Persistent Mental Illness</li> </ul>			
Target Service Location (check as many as applicable	Target Service Location (check as many as applicable below):			
<ul><li>City of Cape Coral</li><li>City of Fort Myers</li></ul>	<ul><li>Town of Fort Myers Beach</li><li>Unincorporated Lee County</li></ul>			

□ All of Lee County

• Other:

and have followed all policies and procedures of my agency regarding grant application submissions.

**City of Bonita Springs** 

**City of Sanibel** 

3. Certification

Authorized Organization Representative:

Signature:	
Typed Name:	
Title:	Date:

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 sanctions. I further certify that I am authorized to submit this application



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## 4. Project Description

Narrative response must include:

- sufficient information to understand the scope of the project, the number and type of clients to be served, the services to be provided and the cost of the proposed activities;
- how the project will follow a "Housing First" approach to maintain a low barriers process for accessing housing and services to quickly move clients into permanent housing;
- the project's plan to coordinate with housing providers, workforce development boards, and physical and behavioral healthcare organizations to provide permanent housing and supportive services; and
- the projects role in addressing unsheltered homelessness and helping to ensure homelessness in Lee County is rare, brief, and one-time..

Limit response to 2,000 words.

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

## 6. Quality of Service Questionnaire

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

- 1. Describe how the project aligns with community goals or best practices. *Community goals are described in <u>Home, Together: the Federal Strategic Plan to End Homelessness</u>, and the <u>CoC's</u> <u>Strategic Plan</u>. Best practices must be cited from HUD or USICH.*
- 2. Describe how the project is innovative and incorporates comprehensive supportive services.
- 3. 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.
- 4. Describe your procedure for assessing participant's needs and making client referrals to other service providers. Describe how you ensure that participants are connected to the services they request.
- 5. Describe how the project will provide connections to permanent supportive solutions, include the extent to which this project will connect client to mainstream services (i.e. food stamps, SSI/SSDI, Medicare/Medicaid, physical health care, mental health care, substance abuse treatment, public housing, childcare providers, etc.) and community based supports (i.e. volunteer opportunities, faith based organizations, civic groups, etc.) to ensure long term housing stability.
- 6. Explain how your agency engages persons with lived experience (i.e. previously or currently homeless, previously or currently experiencing MH/SUD, etc.) and marginalized groups (i.e. black, indigenous, people of color, LGBTQ+ populations, etc.) in the design and evaluation of programs and services. Include the number of persons engaged and their role.
- 7. Explain your agency's experience providing services to individuals and families experiencing homelessness, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.
- 8. Describe how your agency has worked to remove traditional barriers (i.e. criminal history, history of evictions, no income, etc.) to housing and services for individuals and families who are experiencing homelessness.



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- 9. Describe how your agency evaluates program success.
- 10. 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.).

## 6. Ability to Complete Activities Outline

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

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

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

## 7. Budget Narrative

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

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

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



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## 8. Budget and Match Form

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

#### Request for Applications #08-2022-COC

Complete ONLY BLUE fields. Do not edit grey fields.

Su	pportive Services (All projects)	
Eligible Costs	Quantity AND Description (max 400 characters) (i.e.	Annual Amount Requested
1. Assessment of Service Needs	1 FTE \$50,000 + benefits \$25,000)	
2. Assistance with Moving Costs		
3. Case Management		
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food 8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		
14. Substance Abuse Treatment Services		
15. Transportation		
16. Utility Deposits 17. Operating Costs		
	Supportive Services	\$ ·
Rental Assistance	(Rapid Re-Housing or Joint TH-RRH)	projects)
Units Size	# of Units	FMR for 12 Months
Single Room Occupancy		s -
Efficiency/0 Bedroom		\$ -
1 Bedroom		s -
2 Bedrooms		s -
3 Bedrooms		s -
4 Bedrooms	Rental Assistance	\$ - \$ -
Leased Structures (Perm Eligible Costs	Monthly Rent Amount Requested from HUD	I-RRH projects) Total Annual Assistance Requested
Facility Lease		s -
Sub-Total	or Facility Lease	s -
Hemelees Meneger	ant Information Contam (UNIC Land A	names Only)
Homeless Manageme	ent Information System (HMIS Lead Ag	
Eligible Costs	Quantity AND Description (max 400 characters) (i.e. 1 FTE \$50,000 + benefits \$25,000)	Total Annual Assistance Requested
Technical Assistance		s -
Hosting or Maintaining HMIS Software or Data		s -
Upgrading, customizing, and enhancing the HMIS		s -
Integrating and warehousing data, including development of a data warehouse for use in		
aggregating data from subrecipients using multiple software systems		s -
aggregating data from subrecipients using multiple software systems	or Facility Lease	s -
aggregating data from subrecipients using multiple software systems Sub-Total f		\$ -
aggregating data from subrecipients using multiple software systems Sub-Total f	or Facility Lease Program Costs	-
aggregating data from subrecipients using multicle software systems Sub-Total f Subtotal of		\$ -
aggregating data from subrecipients using multiple software systems Sub-Total f Subtotal of Admin (Max 10 <sup>4</sup>	Program Costs	\$ -
aggregating data from subrecipients using multiple software systems Sub-Total f Subtotal of Admin (Max 10 Total Amount R	Program Costs % of Program Cost)	\$ - \$ -
aggregating data from subrecipients using multiple software systems Sub-Total f Subtotal of Admin (Max 10 Total Amount R Total Mate	Program Costs % of Program Cost) equested from HUD	\$ - \$ -
aggregating data from subrecipients using multiple software systems Sub-Total f Subtotal of Admin (Max 10 Total Amount R Total Mate Total Pro	Program Costs % of Program Cost) equested from HUD ch Committed	\$ - \$ - \$ - \$ -



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## **10. Project Outcomes**

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

Performance Measure	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
<b>Length of time persons remain homeless</b> Based on demonstrating a reduction of the average and median length of time persons remain enrolled in emergency shelter, transitional housing, or safe haven projects before exiting to permanent housing.	<u>days</u> Enter the estimated number of days between project enrollment and placement into permanent housing.	
The extent to which persons who exit		
homelessness to permanent housing	%	
destinations return to homelessness Based on demonstrating a reduction in the percent of persons who have left homelessness (i.e., exited	Enter the estimated percent of clients that will <b>remain housed</b> after 6 mo.	
continuum projects into permanent housing destinations) who return to homelessness after 6 months, 12 months, and 24 months (i.e., return to any continuum projects for which homelessness is an eligibility evitation)	Enter the estimated percent of clients that will <b>remain housed</b> after 12 mo.	
eligibility criterion).	Enter the estimated percent of clients that will <b>remain housed</b> after 24 mo.	
<b>Number of persons that are no longer homeless</b> Based on the geographic coverage of the project, and the projects ability engage clients, including those who are unsheltered, through street outreach efforts.	Enter the estimated number of persons that will be housed.	
Jobs and income growth Based on demonstrating that the number and percent of homeless adults being served in the project increase their earned (i.e., employment) income and/or other income between their enrollment in the system and their exit (or follow-up assessment).	Enter the estimated number and percent of clients that will increase their earned income. # $\frac{\%}{1000}$	
	Enter the estimated number and percent of clients that will increase their unearned income.	
	# % Enter the estimated number and percent of clients that will maintain their earned or unearned income.	



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## **11. Required Attachments**

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

### 12. Completeness Checklist

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

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



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# **SECTION VI: APPENDICES**

## **Appendix 1 – Homeless Definitions and Recordkeeping**

S	Category 1	Literally Homeless	<ul> <li>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: <ul> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or</li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution</li> </ul> </li> </ul>
CRITERIA FOR DEFINING HOMELESS	Category 2	Imminent Risk of Homelessness	<ul> <li>(2) Individual or family who will imminently lose their primary nighttime residence, provided that: <ul> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; and</li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing</li> </ul> </li> </ul>
CRIT	Category 3	Homeless under other Federal statutes	<ul> <li>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: <ul> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and</li> <li>(iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers</li> </ul> </li> </ul>
	Category 4	Fleeing/ Attempting to Flee DV	<ul> <li>(4) Any individual or family who:</li> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; and</li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing</li> </ul>



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	Category 1	Literally Homeless	<ul> <li>Written observation by the outreach worker; or</li> <li>Written referral by another housing or service provider; or</li> <li>Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;</li> <li>For individuals exiting an institution—one of the forms of evidence above and:         <ul> <li>discharge paperwork or written/oral referral, or</li> <li>written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited institution</li> </ul> </li> </ul>
ECORDKEEPING REQUIREMENTS	Category 2	Imminent Risk of Homelessness	<ul> <li>A court order resulting from an eviction action notifying the individual or family that they must leave; or</li> <li>For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; or</li> <li>A documented and verified oral statement; and</li> <li>Certification that no subsequent residence has been identified; and</li> <li>Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing</li> </ul>
SDKEEPING F	Category 3	Homeless under other Federal statu <u>t</u> es	<ul> <li>Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u></li> <li>Certification of no PH in last 60 days; <u>and</u></li> <li>Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u></li> <li>Documentation of special needs <u>or</u> 2 or more barriers</li> </ul>
RECOF	Category 4	Fleeing/ Attempting to Flee DV	<ul> <li>For victim service providers:         <ul> <li>An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.</li> <li>For non-victim service providers:                 <ul> <li>Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and</li> <li>Certification by the individual or head of household that no subsequent residence has been identified; and</li> <li>Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.</li> </ul> </li> </ul> </li> </ul>



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## Appendix 2 – Sample Contract Document

 CSFA #

 CFDA #

 Contract No.

 Funding Source:

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

### ARTICLE I: SCOPE OF SERVICES

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

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

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

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

### ARTICLE II: TERM OF CONTRACT

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

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

### ARTICLE III: COMPENSATION AND REPORTS

### A. <u>Contract Payment</u>

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

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

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

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

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

### B. <u>Deferred Payment/Return of Funds</u>

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

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

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

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

### C. <u>Contract Deliverables</u>

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

### **EXHIBIT 1- Payment Request -** <u>Due: Monthly by the 20<sup>th</sup> of the following month.</u> All

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

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

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

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

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

**EXHIBIT 3 – Performance Outcomes Report – <u>Due: As indicated on Exhibit 3.</u>** 

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

- **EXHIBIT 5- Annual Progress Report or Closeout Report-** <u>Due as indicated on</u> <u>Exhibit 5 and/or in Section D.</u>
- **Z** EXHIBIT 6 Certificate of Insurance <u>Insert in contract.</u>
- **EXHIBIT 7 Statement of Work <u>Insert in contract.</u>**
- **EXHIBIT 8 Equipment/Fixed Assets Inventory Form-** <u>Due: 30 days from</u> <u>purchase of equipment or fixed assets, and annually on October 1.</u>

**EXHIBIT 9 - Annual Certification of Continued Operation -** <u>Due: As indicated</u> <u>on Exhibit 9.</u>

### **Z** EXHIBIT 10- Current Board of Directors Roster

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

### 2. <u>Required Documents</u>

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended <u>Due Date: Non profits 180 days following the end of PROVIDER'S fiscal year(s); Governments/municipalities 270 days following the end of fiscal year(s).</u>
- Monitoring Reports A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**.
  - D. <u>Contract Closeout</u>
  - Partnering for Results: Unit Rate Analysis Report -<u>Due: 30 days after contract</u> end.
  - <u>Partnering for Results</u>: Final Payment Request –<u>Due: 4 business days after</u> <u>contract end.</u>
  - □ <u>Partnering for Results:</u> Close-Out Report **Due 30 days after contract end**.
  - □ <u>State Mandated</u>: Final Payment Request <u>Due: 4 business days after contract end</u>
  - □ <u>HOME</u> Close-out package for each property –<u>Due: 120 days after payment</u> request.
  - Supportive Housing Program and Rental Assistance (COC) Final Payment Request and Annual Progress Report – Due: 45 days end date of operating year.
  - □ <u>CDBG</u> Final Payment Request and Beneficiary Reports <u>Due: 20<sup>th</sup> of the month</u> <u>after term end.</u>
  - Other Funding Source \_\_\_\_\_\_
    Final Closeout Payment Request Due: \_\_\_\_\_

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

4

### A. <u>Monitoring</u>

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

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

### B. <u>Audits and Inspections</u>

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

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

### **Records**

С.

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

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

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

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

### D. <u>Independent Audit</u>

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

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

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

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

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

### ARTICLE V: AMENDMENTS

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

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

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

## ARTICLE VI: CONTRACTOR STATUS

### A. <u>Independent Contractor</u>

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

### B. <u>Subcontracts</u>

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

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

### ARTICLE VII: CONFLICT OF INTEREST

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

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

### ARTICLE VIII: RISK MANAGEMENT

### A. Hold Harmless and Indemnity Clause

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

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

### B. Insurance Requirements

### Insurance – Nonprofit Providers

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

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

- 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
- 2. **Commercial General Liability** Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

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

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

- 4. **Directors & Officers Liability** Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
- 5. Fidelity Bonding Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

### Insurance – Government/Municipality

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

### C. Notice of cancellation or modification

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

### ARTICLE IX: SUSPENSION/TERMINATION

### A. <u>Suspension</u>

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

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

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

## B. <u>Termination by COUNTY</u>

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

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

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

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

### C. <u>Termination by PROVIDER</u>

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

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

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

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

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

### **IMMIGRATION LAWS:**

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

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

### **OTHER REQUIREMENTS:**

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

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

Additional information can be accessed at the following websites: <u>http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/FHLaws</u> <u>http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp</u> https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/promotingfh/lep-mfh-fag

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

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

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

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

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

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

### ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

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

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

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

### **ARTICLE XIII:**

NOTICES

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

PROVIDER:	COUNTY:
Name:	Name: <u>Attn:</u>
Title:	Title: Contract Coordinator
Agency:	Agency: Human and Veteran Services
Address:	Address: 2440 Thompson Street
	Fort Myers, Florida 33901
Telephone:	Telephone: (239) 533-79
Fax:	Fax: (239) 533-7960
E-Mail 🗧	E-Mail: @leegov.com

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

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

14

Title

Title

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

## ARTICLE XIV: SPECIAL PROVISIONS

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

## ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:	
By:	
Name (print)	
(Signature of authorized officer)	
Title	
Date	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was acknowledged	
before me, by means of <u>physical</u>	
<b>presence or </b> □ <b> online notarization</b> , this day of,(year),	
Culluman Company Community (Immost) Chandard Former) Com	

0001111	
By:	
Name (print)	
Name (print)	

LEE COUNTV

(Signature of authorized officer)

Board of County Commissioners Title

Date

COUNTV

## ATTEST: CLERK OF CIRCUIT COURT

By:	
Title:	
Date:	

S:\Human Services\Community Impact\Standard Forms\Contracts, Exhibits\SAMPLE 2021-2022 HVS Contract Template.doc Page 15 of 16 by, \_\_\_\_\_\_who is personally known to me or who has produced \_\_\_\_\_\_as identification and who  $\Box$  did ( $\Box$  did not) take an oath.

#### NOTARY:

By:\_\_\_\_

Notary of Public (Signature)

Name (typed)

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

Date:

OFFICE of the COUNTY ATTORNEY


# **Request for Applications #08-2022-COC**

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

# Appendix 3 – 2022 Lee County CoC Project Ranking Tool

2022 Lee County CoC Funding New Project Ranking Tool				
This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).	Threshold Requirements			
Proposal was submitted by deadline. If no, ineligible to apply.				
Applicant is a local government or non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i>				
Applicant agency has been in operation for at least 12 months prior to application deadline. If no, ineligible to apply.				
Organization is NOT listed on the excluded parties list. If no, ineligible to apply.				
Application is signed by agency official designated to execute contracts. If no, ineligible to apply.				
Eligible to Apply				
HVS Review Staff Initial: Date of Threshold Review:				

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

Priority 1 Project Outcomes (Performance Measures): The project has a estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing - Length of time person remains homeless; Extent to which persons who exit homelessness to permanent housing destinations return to homelessness: Number of persons no longer homeless; Jobs and income growth. Maximum Point Value: 10	
<ul> <li>Priority 2 Innovation: The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program.</li> <li>Maximum Point Value: 15</li> </ul>	
Priority 3 Workforce Coordination: Does the project coordinate with workforce development boards to provide permanent housing and rapid rehousing with integrated services. Points will be awarded for projects that have written documentation to demonstrate partnership with local workforce development centers to improve employment opportunities. Maximum Point Value: 10	
Priority 3 Health Care Coordination: Does the project coordinate with physical and behavioral healthcare organizations to provide integrated services to program participants. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain services, treatment, and/or medical insurance to address healthcare needs. Maximum Point Value: 10	
Priority 3 Housing Coordination: Does the project coordinate with housing providers, including but not limited to the Public Housing Authorities, landlords, or other permanent housing resources to provide permanent housing units to program participants. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private organizations to assist program participants to obtain permanent housing. Maximum Point Value: 10	
Priority 3 Engagement of Persons with Lived Experience & Equity: Does the project applicant demonstrate active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. Is the organization's Board and Staff composition representative of the population being served. Maximum Point Value: 10	

Total Available Points = 100	
Total	0.00
Proposal Presentation: The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. Maximum Point Value: 5	
Budget, Match and Leverage: The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services. Maximum Point Value: 5	
Agency's Capacity and Experience: The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "soft hand-offs" when referrals are required. Maximum Point Value: 5	
<b>Priority 4 Timeliness:</b> The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period. <b>Maximum Point Value: 5</b>	
Priority 4 Housing First: The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed. Maximum Point Value: 10	
Priority 4 Alignment with Community Goals and Needs: The project will assist the CoC in achieving stated goals and/or is a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. Maximum Point Value: 5	

Category	Objective	Maximum Point Value	Rubric
Priority 1 Project Outcomes	The project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; and jobs and income growth.	10	<ul> <li>9-10 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has detailed plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in Lee County of meeting those objectives in previously funded projects</li> <li>7-8 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has detailed plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in other counties of meeting those objectives in previously funded projects</li> <li>4-6 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has some general plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in other counties of meeting those objectives in previously funded projects</li> <li>4-6 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has some general plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; but the agency has not adequately met those objectives in previously funded projects</li> <li>0-3 The Project does not ade</li></ul>
Priority 2 Innovation	The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program.	15	<ul> <li>15- The project is innovative, addresses housing and service needs in a manner not already found within the CoC, AND addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>6-14 The project is innovative, addresses housing and service needs in a manner not already found within the CoC, OR addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>6-14 The project is innovative, addresses housing and service needs in a manner not already found within the CoC, OR addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>0-5 The project is not innovative, or does not address housing and service needs in a manner not already found within the CoC, or does not address housing and service needs for a population not currently being served in the CoC. The project is not designed around a national best practice or existing evidence based program</li> </ul>
Priority 3 Coordination with Workforce Development Boards	The project applicant demonstrates collaboration and coordination with workforce development boards. Applicants must attach Memoranda of Understanding and/or commitment letters detailing the amount of funds being committed to support the project and the estimated number of program participants that will be assisted.	10	<ul> <li>9-10 The project has a detailed plan to coordinate with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership which detail the amount of funds being provided to support the project. The agency has a proven track record in Lee County of coordinating with Workforce Development Boards to increase employment income for program participants.</li> <li>7-8 The project has a plan to coordinate with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership that details the amount of funds being provided to support the project. The agency does not have a proven track record in other counties of coordinating with Workforce Development Boards to increase employment income for program participants.</li> <li>5-6 The project has a plan to coordinate partnership, but does not detail the amount of funds being provided to support the project. The agency does not have a proven track record in other counties of coordinating with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership, but does not detail the amount of funds being provided to support the project. The agency does not have proven track record in other counties of coordinating with Workforce Development Boards to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>0-4 The project does not have a detailed plan to coordinate with Workforce Development Boards to assist program participants to increase employment incomes employment income for program participants.</li> </ul>

Priority 3 Health Care Coordination	The project coordinates with healthcare organizations, (including organizations that provide mental health services), to provide permanent housing and rapid rehousing with integrated services. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain medical insurance to address healthcare needs. Written documentation may include MOUs or other agreements establishing a working relationship.	10	9-10 The project has a detailed plan to coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain physical and behavioral health care services and/or medical insurance to address healthcare needs. The documentation includes the funding and/or dollar value of resources committed to support the project. The agency has a proven track record in Lee County of coordinate with healthcare organizations to provide housing with integrated services. 7-8 The project has a detailed plan to coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain physical and behavioral health care services and/or medical insurance to address healthcare needs. The documentation includes the funding and/or dollar value of resources committed to support the project. The agency does not have a proven track record in other counties of coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to arganizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare
Priority 3 Coordination with Housing Resources	The project applicant demonstrates collaboration and coordination with Public Housing Authorities (PHAs), landlords and other housing providers that provide housing subsidies not funded through CoC or ESG programs (e.g., Housing Choice Vouchers, Support Vouchers, private subsidies, etc.) Applicants must attach Memoranda of Understanding and/or commitment letters detailing the number of subsidies or units being provided to support the project.	10	<ul> <li>9-10 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership PHAs which detail the number of subsidies or units being provided to support the project. The agency has a proven track record in Lee County of coordinating with PHAs, landlords or other housing providers to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>7-8 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership PHAs, landlords or other housing providers which detail the number of subsidies or units being provided to support the project. The agency does not have a proven track record in other counties of coordinating with PHAs, landlords or other housing providers to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>5-6 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Subsidies other than CoC and ESG being committed to stabilize clients in housing.</li> <li>5-6 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers, but does not detail the number of subsidies other than CoC and ESG being committed to stabilize clients in housing.</li> <li>6-1 The project does not have a detailed plan to coordinate with PHAs, landlords or other housing providers, o</li></ul>
Priority 3 Engagement of Persons with Lived Experience and Equity	The project applicant demonstrates active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. The organization's Board and staff composition are representative of the population being served.	10	<ul> <li>9-10 The project applicant demonstrates active engagement of persons with lived experience. Persons with lived experience sit on the organization's board AND persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are very representative of the population being served.</li> <li>7-8 The project applicant demonstrates active engagement of persons with lived experience. Persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons board OR persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>4-6 The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>4-6 The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>0-3 The organization does not have a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> </ul>

	The project will assist the CoC in achieving stated goals and/or is		5- The project directly addresses the stated goals and needs of the CoC, fills a gap in services or housing, and will help ensure that homelessness in Lee County is rare, brief, and one-time. The project directly aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe
Priority 4 Alignment with Community Goals and Needs	a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. The project aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs	5	Service Needs <b>3-4</b> The project addresses some or part of the goals of the CoC, or addresses the goals indirectly. The project will help ensure that homelessness in Lee County is rare, brief, and one-time The project indirectly aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs <b>0-2</b> The project does not directly align with the goals of the CoC or Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs
Priority 4 Housing First	The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed.	10	<ul> <li>9-10 The project proposal clearly defines low barrier and housing first practices, aims to house clients within 30 days, and the agency has a proven track record in Lee County in putting low barrier policies into practice, and housing people within 30 days of referral</li> <li>7-8 The project proposal clearly defines low barrier and housing first practices, aims to house people within 30 days of referral, and the agency has demonstrated in other continuums the ability to house people within 30 days of referral</li> <li>4-6 The project does not adequately define low barrier and housing first practices or commit to quickly housing individuals, and the agency has limited experience in rapidly housing individuals experiencing homelessness</li> <li>0-3 The project does not adequately define low barrier and housing first practices or commit to quickly housing individuals, and the agency has no experience in rapidly housing individuals experiencing homelessness</li> </ul>
Priority 4 Timeliness	The agency has a clear schedule for project implementation, spending, staffing and reporting, and will be able to carry out activities within the funding period.	5	<ul> <li>5- The agency has a clear, detailed, and feasible schedule for project implementation, spending, staffing, and reporting, and has a proven track record of carrying out activities within past funding periods in Lee County in a timely fashion</li> <li>3-4 The agency has a clear and feasible schedule for project implementation, and has carried out activities in Lee County in a timely fashion activities in past funding periods in other counties in a timely fashion</li> <li>0-2 The agency does not have a clear and feasible schedule for project implementation, or has not carried out funded activities in a timely fashion</li> </ul>
Agency's Capacity and Experience	The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required.	5	<ul> <li>5- The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required. The agency has a proven track record in Lee County and has demonstrated positive outcomes through system performance measures, including data quality</li> <li>3-4 The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required. The agency has a track record outside of Lee County in demonstrating positive outcomes through system performance measures</li> <li>0-2 The agency has less than 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency has a track record outside of Lee County in demonstrating positive outcomes through system performance measures</li> <li>0-2 The agency has less than 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes limited efforts to provide quality services through a person centered, housing focused model and ensuring and ensuring "warm hand-off" when referrals are required. The agency does not have a track record of demonstrating positive outcomes through system performance measures</li> </ul>
Budget, Match, and Leverage	The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.	5	<ul> <li>5- The project has a detailed, reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.</li> <li>3-4 The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project does not have detailed plans to expand available housing and services</li> <li>0-2 The project lacks a detailed, reasonable budget, not all anticipated costs are eligible under one of the available funding sources, or adequate match have not been committed. The project lacks plans to expand available housing and services</li> </ul>
Proposal	The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.	5	<ul> <li>5- The proposal is well organized, and adheres to all RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.</li> <li>3-4 The proposal is organized and adheres to most RFA instructions. Narratives are clear and the proposal presents adequate new and original information to be considered for funding.</li> <li>0-2 The proposal is not well organized, and does not adhere to RFA instructions. Narratives are clear and the proposal presents adequate new and original information to be considered for funding.</li> <li>0-2 The proposal is not well organized, and does not adhere to RFA instructions. Narratives are not clear or concise. The proposal lacks new or original information to be considered for funding.</li> </ul>
	Total Available Points	100	



Request for Applications #08-2022-COCDV

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

August 15, 2022

#### ADDENDUM NUMBER ONE (1) Request for Applications for

2022 Continuum of Care Funding

The following represents clarification, additions, deletions, and/or modifications to the above referenced Request for Applications. This addendum shall hereafter be regarded as part of the RFA. Items not referenced herein remain unchanged, including funding window dates. Words, phrases or sentences with a strikethrough represent deletions to the original RFA. Underlined words and bolded phrases or sentences represent additions to the original RFA.

#### Addendum 1 Explanation:

Limited applications were received by the original August 22, 2022, 5:00 pm deadline. The deadline is being extended to August 26, 2022 at 5:00 pm to allow more time for submissions. The date for the ranking and review committee meeting is also being adjusted to allow sufficient time for the committee to review applications. The review committee will now meet at 9 am on Friday, September 2, 2022, via Teams:

# Microsoft Teams meeting

#### Join on your computer or mobile app

Click here to join the meeting

#### Or call in (audio only)

+1 321-414-2159,,250943536# United States, Orlando

Phone Conference ID: 250 943 536#

Find a local number Reset PIN

ALL OTHER TERMS AND CONDITIONS OF THE NOFA ARE AND SHALL REMAIN THE SAME.



# **Notice of Funding Availability (NOFA)**

for

# **2022** Continuum of Care Funding

# **Domestic Violence Bonus Projects**

RFA Released Thursday, August 4, 2022

# Applications Due Monday, August 22, 2022 at 5:00 pm

# Applications must be submitted by email to Jeannie Sutton at <u>jsutton@leegov.com</u>.

Lee County Human and Veteran Services 2440 Thompson St., Fort Myers, FL 33901 It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time. Applications received after 5:00 p.m. will be returned to the applicant and will not be considered. This Document can be made available in alternative accessible formats upon request.



#### Lee County Human and Veteran Services (HVS) Continuum of Care Lead Agency 2022 Request for Applications (RFA) for CoC Domestic Violence Bonus Project

Lee County Human and Veteran Services (HVS) is issuing a Request for Applications (RFA) for the 2022 Continuum of Care Domestic Violence Bonus Projects funding opportunity.

Funding Available	
HUD Continuum of Care Project Domestic Violence Bonus Projects	\$257,025

This RFA contains information and required forms for potential applicants to apply and compete for grant funds. Potential applicants are advised to read the materials carefully. HVS reserves the right to apply such changes without further notice to applicants.

# **Questions Regarding this RFA**

Questions from potential applicants must be submitted via email to Jeannie Sutton via email at jsutton@leegov.com, should use the subject line "RFA Questions", and be received no later than 5:00 pm on Friday, August 12, 2022. HVS will compile all questions and answers and provide responses to applicants no later than 5:00 pm, Monday, August 15, 2022.

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

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

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





# **SECTION I: General Information**

# **Strategic Use and Alignment of Resources**

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

# **Funding Priorities**

The submitted applications will be evaluated based in part, on the extent, the project is able to demonstrate achievement of HUD's System Performance Measures (as indicated below), and the goals and strategies outlines in the Home, Together: Federal Strategic Plan to Prevent and End Homelessness (www.usich.gov/home-together).

# **Priority 1: HUD System Performance Measures**

HUD has developed the following system-level performance measures to help communities gauge their progress in preventing and ending homelessness:

- 1. Length of time persons remain homeless;
- 2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness;
- 3. Number of homeless persons;
- 4. Jobs and income growth for homeless persons;
- 5. Number of persons who become homeless for the first time;
- 6. Successful housing placement;

HUD strongly encourages CoCs to emphasize the policy priorities established in the mentioned strategies and system performance measures when evaluating, ranking and selecting projects. **Proposed projects that clearly describe how the project will improve the CoC's System Performance Measures, and move the community forward toward making homelessness rare, brief, and one-time will score higher and receive priority for funding.** 

# **Priority 2: Innovation**

Proposed projects that include innovative and effective best practices will receive higher scores and consideration than those projects that are a continuation or capacity expansion of a current program.

HVS is seeking 'out of the box' applications. Projects may be proposed that incorporate different component types and include additional partners (with an established, formal agreement for the proposed project) to provide a specific service as part of an overall project application.



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

# **Priority 3: Strategic Partnerships**

Additional points will be awarded to projects that attach written documentation (MOU or letter of support)

demonstrating coordination with victim service providers, housing providers, workforce development boards, and healthcare organizations to provide permanent housing and rapid rehousing services. Points will be awarded for projects that have written documentation to demonstrate:

- Partnership with victim service providers to assist program participants to complete safety plans, obtain long term counseling and other ongoing support services;
- Partnership with public and private healthcare organizations to assist program participants to obtain medical insurance to address healthcare needs;
- Partnership with public and private healthcare organizations to provide physical healthcare to program participants, including access to prescriptions and ongoing primary care;
- Partnership with behavioral health care providers to provide mental health services and substance use disorder treatment to program participants;
- Partnerships with public housing authorities or other public/private housing providers to provide permanent housing to program participants;
- Partnership with local workforce development centers to provide employment opportunities, job training

programs, and job readiness assistance to program participants.

Written documentation must clearly outline the scope of services that will be provided, the number of program participants that are anticipated to benefit from the partnership and the dollar value of the proposed commitment.

# **Priority 4: Project Design and Need**

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

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

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

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

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

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



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Provide case management and connections to services and community supports Program components and eligible costs for TH/RRH projects can be viewed at 24 CFR 578.37

#### **Housing First Philosophy**

Projects must utilize a Housing First philosophy, which is an approach to make homelessness rare, brief and one-time, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed. Housing First programs share critical elements:

- A focus on helping individuals and families access and sustain permanent housing as quickly as possible ٠ (within 30 days or less) without unnecessary barriers or time limits;
- A variety of services delivered to promote housing stability and individual well-being on an as-needed basis; ٠ and
- A standard lease agreement to housing as opposed to mandated therapy or service compliance. •

#### **Project Completion Timeframes**

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



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

# **Critical Dates and Timeline**

Thursday, August 4, 2022		HVS Issued Request for Applications for 2022 Continuum of Care (CoC) Domestic Violence Bonus Projects
Friday, August 12, 2022	5:00 PM	Deadline for questions regarding RFA
Monday, August 15, 2022	5:00 PM	Responses to RFA Questions
Monday, August 22, 2022	5:00 PM	SUBMISSION DEADLINE – Project Applications
Thursday, August 25, 2022	1:00 PM	Performance, Evaluation, and Ranking Committee         Members will meet to score each project application using the published         Scoring Criteria for New Projects.         Microsoft Teams meeting         Join on your computer or mobile app         Click here to join the meeting         Or call in (audio only)         +1 321-414-2159,,250943536#         United States, Orlando         Phone Conference ID: 250 943 536#         Find a local number   Reset PIN
Friday, September 16, 2022	5:00 PM	Notice of Conditional Selection or Non-Selection to all project applicants.

# **Applicant Eligibility**

All public (local government) and private non-profit agencies that currently provide services to persons who are fleeing domestic violence. Applicant must include proof of 501(c)3 status with submission.

#### Applicant must also meet all the following requirements

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

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

Any applicant on the excluded parties list (<u>www.sam.gov/SAM/</u>) will be considered <u>ineligible</u> for funding.



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

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

Projects acceptable under this request include:

**New DV Bonus projects (RRH Joint TH/PH-RRH)** that serve survivors of domestic violence, dating violence, sexual assault, or stalking who qualify as homeless under paragraph (4) of 24 CFR 578.3.

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

If a project includes multiple, linked activity types (components), only one application, that details the different activity types, needs to be completed. The single project application should explain in detail all activity types and the project outcomes for the different activity types.

# **2022 HUD CoC Competition (Annual NOFO) – New Domestic Violence Bonus Projects**

HUD's 2022 CoC Program Notice of Funding Opportunity allows for funding of specific programs to serve survivors of domestic violence.

#### **Eligible Activities**

HUD CoC Program funding for a new projects can be used for the following project types:

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

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

2022 Continuum of Care Notice of Funding Opportunity:

https://www.hudexchange.info/programs/e-snaps/fy-2022-coc-program-nofa-coc-program-competition/

CoC Program Eligibility Requirements:

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

CoC Program Laws, Regulations, and Notices:

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

CoC Match Documentation:

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

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

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



#### **Eligible Clients**

To be eligible for assistance with Continuum of Care funds, individuals or families must meet the following criteria:

- Survivors of domestic violence, dating violence, sexual assault, or stalking who qualify as homeless under paragraph (4) of 24 CFR 578.3. (See Appendix 1)
- Additional eligibility criteria may apply depending on program component: https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/

# **SECTION III: Funding Guidelines**

#### **Administrative Costs**

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

Funding Source	Maximum Percent of Admin Allowed
Continuum of Care (CoC)	10%
Domestic Violence Bonus Projects	10%

#### **Cost Reimbursement**

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

# Match

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

Funding Source	Percent of Match Required
Continuum of Care (CoC)	25%
Domestic Violence Bonus Projects	

# **Cost of Submitting Applications**

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

# **Conflict of Interest**

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



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in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

# **State and Federal Administrative Requirements**

Agencies must comply with Federal administrative requirements. All agencies awarded funds through this RFA will be required to comply with a variety of requirements governing the use of State and Federal funds. Additionally, agencies awarded funds through this RFA will be required to provide access to their financial records to a representative of HVS to evaluate their financial management systems. HVS staff will monitor each program to ensure compliance with the terms of the funding agreement between the HVS and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, and other required information.

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

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

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

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

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

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

**Formal Termination Policy** – Funded agencies must develop a formal Termination Policy that clearly describes a process by which clients' services may be terminated if program requirements are violated. The process must recognize



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individual rights and allow termination in only the most severe cases. Termination processes for rental assistance, leasing, and/or housing relocation and stabilization services must include written notice to the program participant, with a clear statement of reasons for termination; review of decision to terminate, with opportunity for the program participant to present written or oral objections to agency; prompt written notice to the project participant of final decision.

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

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

**Participation in Continuum of Care (CoC)** – Any agency awarded funding through this RFA is <u>required</u> to 1) actively participate in the CoC including attendance at the monthly CoC and Connect List committee meetings, 2) actively participate and comply with Homeless Management Information System (HMIS) Procedures, and 3) fully participate in the Coordinated Entry Process and only accept referrals for all funded programs through the Continuum of Care's prescribed referral process from victim service providers.

#### **Minimum Funding Request**

**ONLY ONE** project application will be selected under this request for application. The minimum funding request for any project is **\$257,025.** HVS reserves the right to award more or less than the amount of funds requested based on funding available.



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

### **Threshold Requirements**

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

#### **Fatal Flaws**

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

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

#### **RRH Threshold Requirements**

Additionally, proposed RRH projects seeking funding under the Annual NOFO must meet at least 4 of the 5 criteria detailed in Section V of HUD's 2022 COC NOFO. Specifically, the project must meet the requirements that:

- The type of housing proposed, including the number and configuration of units, will fit the needs of the program participants.
- The type of supportive services that will be offered to program participants will ensure successful retention in or help to obtain permanent housing, including all supportive services regardless of funding source.
- The proposed project has a specific plan for ensuring program participants will be individually assisted to obtain the benefits of mainstream health, social, and employment programs for which they are eligible to apply and which meet the needs of program participants (e.g., Medicare, Medicaid, SSI, Food Stamps, local Workforce office, early childhood education).
- Program participants are assisted to obtain and remain in permanent housing in a manner that fits their needs (e.g., provides the participant with some type of transportation to access needed services, safety planning, case management, housing that meets accessibility related needs, additional assistance to ensure retention of permanent housing).
- The proposed project is consistent with <u>HUD</u> and <u>USICH</u> best practices for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs.

#### Joint TH-RRH Threshold Requirements

Additionally, proposed Joint TH and PH-RRH projects seeking funding under the Annual NOFO must meet at least 4 of the 5 criteria detailed in Section V of HUD's 2022 COC NOFO. Specifically, the project must meet the requirements that:

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



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

Applications that meet threshold criteria will be forwarded to the CoC Performance Evaluation and Ranking Committee for review, scoring and conditional selection. The Committee Members will meet to review and score each project application in accordance with the <u>CoC Ranking and Reallocation Policies</u> and 2022 Lee County CoC Project Ranking Tool (Appendix 3).

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

Funding of project applications submitted pursuant to this RFA and selected by HVS is contingent on HUD's award to HVS under the 2022 Continuum of Care NOFO.

#### **Notice of Conditional Selection Decision**

HVS staff will provide written notice regarding the conditional selection decision to each applicant by Friday, September 16, 2022 at 5:00 pm.

#### **Post Award Requirements**

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



# **SECTION V: Application Forms**

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

# **1. Applicant Information**

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

# **2. Project Information**

Project Name:			
Project Address (if different from organization address):			
This is a/an:  New Project or Expanded Project			
Total Funding Requested for this Project: \$			
Match Funding Committed for this Project: \$			
Number of Persons to be Served:			
Project Type (check as many as applicable below):			
□ Rapid Re-Housing	□ Joint Transitional Housing (TH)/Rapid Re-Housing)		



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Services Provided (check the services that will be provided with the funding requested):				
<ul> <li>Case Management</li> <li>Employment Assistance and Job Training</li> <li>Life Skills Training</li> <li>Outpatient Health Services</li> <li>Child Care</li> <li>Transportation</li> <li>Education Services</li> <li>Substance Abuse Treatment Services</li> </ul>	<ul> <li>Legal Services</li> <li>Housing Search Assistance</li> <li>SOAR Assistance</li> <li>Mental Health Services</li> <li>Outpatient Health Services</li> <li>Services for Special Populations</li> <li>Food</li> <li>Utility Deposits</li> </ul>			

Target Service Location (check as many as applicable below):		
City of Cape Coral	Town of Fort Myers Beach	
City of Fort Myers	Unincorporated Lee County	
City of Bonita Springs	□ All of Lee County	
City of Sanibel	• Other:	

# 3. Certification

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 sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative:

Signature:

Typed Name:

Title:

Date:



# 4. Project Description

Narrative response must include:

- sufficient information to understand the scope of the project, the number and type of clients to be served, the services to be provided and the cost of the proposed activities;
- how the project will follow a "Housing First" approach to maintain a low barriers process for accessing housing and services to quickly move clients into permanent housing;
- the project's plan to coordinate with victim service providers, housing providers, workforce development boards, and physical and behavioral healthcare organizations to provide permanent housing and supportive services; and
- the projects role in addressing unsheltered homelessness and helping to ensure homelessness in Lee County is rare, brief, and one-time..

*Limit response to 2,000 words.* 

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

# 5. Quality of Service Questionnaire

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

- 1. Describe how the project aligns with community goals or best practices. *Community goals are described in <u>Home, Together: the Federal Strategic Plan to End Homelessness</u>, and the <u>CoC's</u> <u>Strategic Plan</u>. Best practices must be cited from HUD or USICH.*
- 2. Describe how the project is innovative and incorporates comprehensive supportive services.
- 3. 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.
- 4. Describe your procedure for assessing participant's needs and making client referrals to other service providers. Describe how you ensure that participants are connected to the services they request.
- 5. Describe how the project will provide connections to permanent supportive solutions, include the extent to which this project will connect client to mainstream services (i.e. food stamps, SSI/SSDI, Medicare/Medicaid, physical health care, mental health care, substance abuse treatment, public housing, childcare providers, etc.) and community based supports (i.e. volunteer opportunities, faith based organizations, civic groups, etc.) to ensure long term housing stability.
- 6. Explain how your agency engages persons with lived experience (i.e. previously or currently fleeing domestic violence) and marginalized groups (i.e. black, indigenous, people of color, LGBTQ+ populations, etc.) in the design and evaluation of programs and services. Include the number of persons engaged and their role.
- 7. Explain your agency's experience providing services to individuals and families who are fleeing domestic violence, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.
- 8. Describe how your agency has worked to remove traditional barriers (i.e. criminal history, history of evictions, no income, etc.) to housing and services for individuals and families who are fleeing domestic violence.
- 9. Describe how your agency evaluates program success.



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10. 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.).

# 6. Ability to Complete Activities Outline

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

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

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

# 7. Budget Narrative

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

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

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



# 8. Budget and Match Form

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

Budget Template Request for Applications #08-2022-COCDV Complete ONLY BLUE fields. Do not edit grey fields.					
Sup	portive Services (All projects)				
Eligible Costs	Quantity AND Description (max 400 characters) (i.e. 1 FTE \$50,000 + benefits \$25,000)	Annual Amount Requested			
1. Assessment of Service Needs					
2. Assistance with Moving Costs					
3. Case Management					
4. Child Care					
5. Education Services					
6. Employment Assistance					
7. Food					
8. Housing/Counseling Services					
9. Legal Services					
10. Life Skills					
11. Mental Health Services					
12. Outpatient Health Services					
13. Outreach Services					
14. Substance Abuse Treatment Services					
15. Transportation					
16. Utility Deposits					
17. Operating Costs					
Sub-Total for S	Supportive Services	\$ -			

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

Leased	Structures (Joint TH-RRH projects)		
Eligible Costs	Total Annual Assistance Requested		
Facility Lease		\$ -	
Sub-Total f	or Facility Lease	\$-	
Subtotal of	Program Costs	\$-	
Admin (Max 10	% of Program Cost)	\$-	
Total Amount R	equested from HUD	\$-	
Total Mat	ch Committed		
Total Pro	oject Budget	\$-	

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# 9. Project Outcomes

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

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

Request for Applications (RFA) for 2022 Continuum of Care Funding and 2022 Continuum of Care Supplemental Funding to Address Unsheltered Homelessness



# **10. Domestic Violence Specific Experience and Outcomes**

Applicants must complete the following questions to demonstrate experience serving survivors of domestic violence (DV).

#### **A. Housing Placement and Retention Rates**

Enter the number of households placed in permanent housing through	
any existing housing programs operated by your agency.	
(Reporting period: Jan 1, 2021-Dec 31, 2021)	
Enter the number of DV survivors placed in permanent housing through	
any existing housing programs operated by your agency.	
(Reporting period: Jan 1, 2021-Dec 31, 2021)	
Enter the number of DV survivors that were placed in permanent housing	
through any existing housing programs operated by your agency, that	
have remained in housing through June 30, 2022.	

# **B.** Describe how you calculated the housing placement and retention rate and the data source for the rates above.

#### C. Describe how you ensure the safety of DV survivors experiencing homelessness.

Including, but not limited to, how you your organization

- trains staff on safety planning,
- adjusts intake space to better ensure privacy,
- conduct separate interviews/intakes with each member of a couple,
- work with survivors to have them identify what is safe for them as it relates to scattered site units and/or rental assistance,
- maintain physical safety of your facility and the program participants housing, including bars on windows, lighting, etc., and
- keep the location confidential for dedicated units and/or congregate living spaces.

#### D. Describe your organizations trauma-informed, victim-centered approaches.

Including, but not limited to, how you your organization

- provide program participants access to information on trauma,
- conduct strengths-based case planning, and
- focus on cultural responsibleness and inclusivity in service delivery.

# **11. Required Attachments**

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

# 12. Completeness Checklist

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

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



# **SECTION VI: APPENDICES**

# **Appendix 1 – Homeless Definitions and Recordkeeping**

	Category 1	Literally Homeless	<ul> <li>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: <ul> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or</li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution</li> </ul> </li> </ul>
CRITERIA FOR DEFINING HOMELESS	Category 2	Imminent Risk of Homelessness	<ul> <li>(2) Individual or family who will imminently lose their primary nighttime residence, provided that: <ul> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; and</li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing</li> </ul> </li> </ul>
CRIT	Category 3	Homeless under other Federal statutes	<ul> <li>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: <ul> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; and</li> <li>(iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers</li> </ul> </li> </ul>
	Category 4	Fleeing/ Attempting to Flee DV	<ul> <li>(4) Any individual or family who:</li> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; and</li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing</li> </ul>

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	Category 1	Literally Homeless	<ul> <li>Written observation by the outreach worker; or</li> <li>Written referral by another housing or service provider; or</li> <li>Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;</li> <li>For individuals exiting an institution—one of the forms of evidence above and:         <ul> <li>discharge paperwork or written/oral referral, or</li> <li>written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited institution</li> </ul> </li> </ul>
CORDKEEPING REQUIREMENTS	Category 2	Imminent Risk of Homelessness	<ul> <li>A court order resulting from an eviction action notifying the individual or family that they must leave; or</li> <li>For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; or</li> <li>A documented and verified oral statement; and</li> <li>Certification that no subsequent residence has been identified; and</li> <li>Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing</li> </ul>
SDKEEPING F	Category 3	Homeless under other Federal statu <mark>t</mark> es	<ul> <li>Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u></li> <li>Certification of no PH in last 60 days; <u>and</u></li> <li>Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u></li> <li>Documentation of special needs <u>or</u> 2 or more barriers</li> </ul>
RECOF	Category 4	Fleeing/ Attempting to Flee DV	<ul> <li>For victim service providers:</li> <li>An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker.</li> <li>For non-victim service providers:</li> <li>Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and</li> <li>Certification by the individual or head of household that no subsequent residence has been identified; and</li> <li>Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.</li> </ul>

Request for Applications (RFA) for 2022 Continuum of Care Funding and 2022 Continuum of Care Supplemental Funding to Address Unsheltered Homelessness



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**Appendix 2 – Sample Contract Document** 

 CSFA #

 CFDA #

 Contract No.

 Funding Source:

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

#### ARTICLE I: SCOPE OF SERVICES

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

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

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

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

#### ARTICLE II: TERM OF CONTRACT

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

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

#### ARTICLE III: COMPENSATION AND REPORTS

#### A. <u>Contract Payment</u>

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

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

	Unit Rate:	Unit Rate:	Unit Rate:	
	Unit Description	Units purchased	Unit rate	
		by County	reimbursed	
Program			by County	Total
				۶
	Line Item:	Line Item:	Line Item:	
	Approved Budget	Annual Budget	N/A	
	Category	Amount		
			•	

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

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

#### B. <u>Deferred Payment/Return of Funds</u>

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

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

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

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

#### C. <u>Contract Deliverables</u>

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

#### **EXHIBIT 1- Payment Request -** <u>Due: Monthly by the 20<sup>th</sup> of the following month.</u> All

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

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

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

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

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

**EXHIBIT 3 – Performance Outcomes Report – <u>Due: As indicated on Exhibit 3.</u>** 

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

- □ EXHIBIT 5- Annual Progress Report or Closeout Report- <u>Due as indicated on</u> <u>Exhibit 5 and/or in Section D.</u>
- **Z** EXHIBIT 6 Certificate of Insurance <u>Insert in contract.</u>
- **EXHIBIT 7 Statement of Work <u>Insert in contract.</u>**
- **EXHIBIT 8 Equipment/Fixed Assets Inventory Form-** <u>Due: 30 days from</u> <u>purchase of equipment or fixed assets, and annually on October 1.</u>

**EXHIBIT 9 - Annual Certification of Continued Operation -** <u>Due: As indicated</u> <u>on Exhibit 9.</u>

#### **Z** EXHIBIT 10- Current Board of Directors Roster

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

#### 2. <u>Required Documents</u>

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended <u>Due Date: Non profits 180 days following the end of PROVIDER'S fiscal year(s); Governments/municipalities 270 days following the end of fiscal year(s).</u>
- Monitoring Reports A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**.
  - D. <u>Contract Closeout</u>
  - Partnering for Results: Unit Rate Analysis Report -<u>Due: 30 days after contract</u> end.
  - <u>Partnering for Results</u>: Final Payment Request –<u>Due: 4 business days after</u> <u>contract end.</u>
  - □ <u>Partnering for Results:</u> Close-Out Report **Due 30 days after contract end**.
  - □ <u>State Mandated</u>: Final Payment Request <u>Due: 4 business days after contract end</u>
  - □ <u>HOME</u> Close-out package for each property –<u>Due: 120 days after payment</u> request.
  - Supportive Housing Program and Rental Assistance (COC) Final Payment Request and Annual Progress Report – Due: 45 days end date of operating year.
  - □ <u>CDBG</u> Final Payment Request and Beneficiary Reports <u>Due: 20<sup>th</sup> of the month</u> <u>after term end.</u>
  - Other Funding Source \_\_\_\_\_\_
    Final Closeout Payment Request Due: \_\_\_\_\_

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

4

#### A. <u>Monitoring</u>

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

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

#### B. <u>Audits and Inspections</u>

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

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

#### **Records**

С.

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

**PROVIDER** specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- upon request from the County's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

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

#### D. <u>Independent Audit</u>

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

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

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

The audit must be conducted by an independent, licensed certified public accountant <u>with an</u> <u>unmodified opinion on their current peer review</u> and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

#### ARTICLE V: AMENDMENTS

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

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

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

#### ARTICLE VI: CONTRACTOR STATUS

#### A. <u>Independent Contractor</u>

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

#### B. <u>Subcontracts</u>

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

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

#### ARTICLE VII: CONFLICT OF INTEREST

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

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

#### ARTICLE VIII: RISK MANAGEMENT

#### A. Hold Harmless and Indemnity Clause

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

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

#### B. Insurance Requirements

#### Insurance – Nonprofit Providers

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

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

- 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
- 2. **Commercial General Liability** Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

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

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

- 4. **Directors & Officers Liability** Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
- 5. Fidelity Bonding Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

#### Insurance – Government/Municipality

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

#### C. Notice of cancellation or modification

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

#### ARTICLE IX: SUSPENSION/TERMINATION

#### A. <u>Suspension</u>

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

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

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

### B. <u>Termination by COUNTY</u>

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

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

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

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

#### C. <u>Termination by PROVIDER</u>

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

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

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

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

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

#### **IMMIGRATION LAWS:**

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

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

#### **OTHER REQUIREMENTS:**

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

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

Additional information can be accessed at the following websites: <u>http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/FHLaws</u> <u>http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp</u> https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/promotingfh/lep-mfh-fag

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

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

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

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

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

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

#### ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

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

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

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

#### **ARTICLE XIII:**

NOTICES

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

PROVIDER:	COUNTY:
Name:	Name: <u>Attn:</u>
Title:	Title: Contract Coordinator
Agency:	Agency: Human and Veteran Services
Address:	Address: 2440 Thompson Street
	Fort Myers, Florida 33901
Telephone:	Telephone: (239) 533-79
Fax:	Fax: (239) 533-7960
E-Mail 🗧	E-Mail: @leegov.com

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

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

14

Title

Title

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

#### ARTICLE XIV: SPECIAL PROVISIONS

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

## ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:	
By:	
Name (print)	
(Signature of authorized officer)	
Title	
Date	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was acknowledged	
before me, by means of <u>physical</u>	
presence or <u>online notarization</u> , this <u>day of</u> , (year),	
Culluman Company Community Immed Condend Com	

0001111	
By:	
Name (print)	
Name (print)	

LEE COUNTV

(Signature of authorized officer)

Board of County Commissioners Title

Date

COUNTV

### ATTEST: CLERK OF CIRCUIT COURT

By:	
Title:	
Date:	

S:\Human Services\Community Impact\Standard Forms\Contracts, Exhibits\SAMPLE 2021-2022 HVS Contract Template.doc Page 15 of 16 by, \_\_\_\_\_\_who is personally known to me or who has produced \_\_\_\_\_\_as identification and who  $\Box$  did ( $\Box$  did not) take an oath.

#### NOTARY:

By:\_\_\_\_

Notary of Public (Signature)

Name (typed)

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

Date:

OFFICE of the COUNTY ATTORNEY



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

## Appendix 3 – 2022 Lee County CoC Project Ranking Tool

2022 Lee County CoC Funding New Project Ranking Tool				
This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).	Threshold Requirements			
Proposal was submitted by deadline. If no, ineligible to apply.				
Applicant is a local government or non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i>				
Applicant agency has been in operation for at least 12 months prior to application deadline. If no, ineligible to apply.				
Organization is NOT listed on the excluded parties list. If no, ineligible to apply.				
Application is signed by agency official designated to execute contracts. If no, ineligible to apply.				
Eligible to Apply				
HVS Review Staff Initial: Date of Threshold Review:				

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

Priority 1 Project Outcomes (Performance Measures): The project has a estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing - Length of time person remains homeless; Extent to which persons who exit homelessness to permanent housing destinations return to homelessness: Number of persons no longer homeless; Jobs and income growth. Maximum Point Value: 10	
<ul> <li>Priority 2 Innovation: The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program.</li> <li>Maximum Point Value: 15</li> </ul>	
Priority 3 Workforce Coordination: Does the project coordinate with workforce development boards to provide permanent housing and rapid rehousing with integrated services. Points will be awarded for projects that have written documentation to demonstrate partnership with local workforce development centers to improve employment opportunities. Maximum Point Value: 10	
Priority 3 Health Care Coordination: Does the project coordinate with physical and behavioral healthcare organizations to provide integrated services to program participants. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain services, treatment, and/or medical insurance to address healthcare needs. Maximum Point Value: 10	
Priority 3 Housing Coordination: Does the project coordinate with housing providers, including but not limited to the Public Housing Authorities, landlords, or other permanent housing resources to provide permanent housing units to program participants. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private organizations to assist program participants to obtain permanent housing. Maximum Point Value: 10	
Priority 3 Engagement of Persons with Lived Experience & Equity: Does the project applicant demonstrate active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. Is the organization's Board and Staff composition representative of the population being served. Maximum Point Value: 10	

Total Available Points = 100	
Total	0.00
Proposal Presentation: The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. Maximum Point Value: 5	
Budget, Match and Leverage: The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services. Maximum Point Value: 5	
Agency's Capacity and Experience: The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "soft hand-offs" when referrals are required. Maximum Point Value: 5	
<b>Priority 4 Timeliness:</b> The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period. <b>Maximum Point Value: 5</b>	
Priority 4 Housing First: The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed. Maximum Point Value: 10	
Priority 4 Alignment with Community Goals and Needs: The project will assist the CoC in achieving stated goals and/or is a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. Maximum Point Value: 5	

Category	Objective	Maximum Point Value	Rubric
Priority 1 Project Outcomes	The project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; and jobs and income growth.	10	<ul> <li>9-10 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has detailed plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in Lee County of meeting those objectives in previously funded projects</li> <li>7-8 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has detailed plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in other counties of meeting those objectives in previously funded projects</li> <li>4-6 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has some general plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in other counties of meeting those objectives in previously funded projects</li> <li>4-6 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has some general plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; but the agency has not adequately met those objectives in previously funded projects</li> <li>0-3 The Project does not ade</li></ul>
Priority 2 Innovation	The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program.	15	<ul> <li>15- The project is innovative, addresses housing and service needs in a manner not already found within the CoC, AND addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>6-14 The project is innovative, addresses housing and service needs in a manner not already found within the CoC, OR addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>6-14 The project is innovative, addresses housing and service needs in a manner not already found within the CoC, OR addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>0-5 The project is not innovative, or does not address housing and service needs in a manner not already found within the CoC, or does not address housing and service needs for a population not currently being served in the CoC. The project is not designed around a national best practice or existing evidence based program</li> </ul>
Priority 3 Coordination with Workforce Development Boards	The project applicant demonstrates collaboration and coordination with workforce development boards. Applicants must attach Memoranda of Understanding and/or commitment letters detailing the amount of funds being committed to support the project and the estimated number of program participants that will be assisted.	10	<ul> <li>9-10 The project has a detailed plan to coordinate with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership which detail the amount of funds being provided to support the project. The agency has a proven track record in Lee County of coordinating with Workforce Development Boards to increase employment income for program participants.</li> <li>7-8 The project has a plan to coordinate with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership that details the amount of funds being provided to support the project. The agency does not have a proven track record in other counties of coordinating with Workforce Development Boards to increase employment income for program participants.</li> <li>5-6 The project has a plan to coordinate partnership, but does not detail the amount of funds being provided to support the project. The agency does not have a proven track record in other counties of coordinating with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership, but does not detail the amount of funds being provided to support the project. The agency does not have proven track record in other counties of coordinating with Workforce Development Boards to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>0-4 The project does not have a detailed plan to coordinate with Workforce Development Boards to assist program participants to increase employment incomes employment income for program participants.</li> </ul>

Priority 3 Health Care Coordination	The project coordinates with healthcare organizations, (including organizations that provide mental health services), to provide permanent housing and rapid rehousing with integrated services. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain medical insurance to address healthcare needs. Written documentation may include MOUs or other agreements establishing a working relationship.	10	9-10 The project has a detailed plan to coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain physical and behavioral health care services and/or medical insurance to address healthcare needs. The documentation includes the funding and/or dollar value of resources committed to support the project. The agency has a proven track record in Lee County of coordinate with healthcare organizations to provide housing with integrated services. 7-8 The project has a detailed plan to coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain physical and behavioral health care services and/or medical insurance to address healthcare needs. The documentation includes the funding and/or dollar value of resources committed to support the project. The agency does not have a proven track record in other counties of coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to arganizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare
Priority 3 Coordination with Housing Resources	The project applicant demonstrates collaboration and coordination with Public Housing Authorities (PHAs), landlords and other housing providers that provide housing subsidies not funded through CoC or ESG programs (e.g., Housing Choice Vouchers, Support Vouchers, private subsidies, etc.) Applicants must attach Memoranda of Understanding and/or commitment letters detailing the number of subsidies or units being provided to support the project.	10	<ul> <li>9-10 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership PHAs which detail the number of subsidies or units being provided to support the project. The agency has a proven track record in Lee County of coordinating with PHAs, landlords or other housing providers to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>7-8 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership PHAs, landlords or other housing providers which detail the number of subsidies or units being provided to support the project. The agency does not have a proven track record in other counties of coordinating with PHAs, landlords or other housing providers to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>5-6 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Subsidies other than CoC and ESG being committed to stabilize clients in housing.</li> <li>5-6 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers, but does not detail the number of subsidies other than CoC and ESG being committed to stabilize clients in housing.</li> <li>6-1 The project does not have a detailed plan to coordinate with PHAs, landlords or other housing providers, o</li></ul>
Priority 3 Engagement of Persons with Lived Experience and Equity	The project applicant demonstrates active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. The organization's Board and staff composition are representative of the population being served.	10	<ul> <li>9-10 The project applicant demonstrates active engagement of persons with lived experience. Persons with lived experience sit on the organization's board AND persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are very representative of the population being served.</li> <li>7-8 The project applicant demonstrates active engagement of persons with lived experience. Persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons board OR persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>4-6 The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>4-6 The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>0-3 The organization does not have a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> </ul>

	The project will assist the CoC in achieving stated goals and/or is		5- The project directly addresses the stated goals and needs of the CoC, fills a gap in services or housing, and will help ensure that homelessness in Lee County is rare, brief, and one-time. The project directly aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe
Priority 4 Alignment with Community Goals and Needs	a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. The project aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs	5	Service Needs <b>3-4</b> The project addresses some or part of the goals of the CoC, or addresses the goals indirectly. The project will help ensure that homelessness in Lee County is rare, brief, and one-time The project indirectly aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs <b>0-2</b> The project does not directly align with the goals of the CoC or Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs
Priority 4 Housing First	The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed.	10	<ul> <li>9-10 The project proposal clearly defines low barrier and housing first practices, aims to house clients within 30 days, and the agency has a proven track record in Lee County in putting low barrier policies into practice, and housing people within 30 days of referral</li> <li>7-8 The project proposal clearly defines low barrier and housing first practices, aims to house people within 30 days of referral, and the agency has demonstrated in other continuums the ability to house people within 30 days of referral</li> <li>4-6 The project does not adequately define low barrier and housing first practices or commit to quickly housing individuals, and the agency has limited experience in rapidly housing individuals experiencing homelessness</li> <li>0-3 The project does not adequately define low barrier and housing first practices or commit to quickly housing individuals, and the agency has no experience in rapidly housing individuals experiencing homelessness</li> </ul>
Priority 4 Timeliness	The agency has a clear schedule for project implementation, spending, staffing and reporting, and will be able to carry out activities within the funding period.	5	<ul> <li>5- The agency has a clear, detailed, and feasible schedule for project implementation, spending, staffing, and reporting, and has a proven track record of carrying out activities within past funding periods in Lee County in a timely fashion</li> <li>3-4 The agency has a clear and feasible schedule for project implementation, and has carried out activities in Lee County in a timely fashion activities in past funding periods in other counties in a timely fashion</li> <li>0-2 The agency does not have a clear and feasible schedule for project implementation, or has not carried out funded activities in a timely fashion</li> </ul>
Agency's Capacity and Experience	The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required.	5	<ul> <li>5- The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required. The agency has a proven track record in Lee County and has demonstrated positive outcomes through system performance measures, including data quality</li> <li>3-4 The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required. The agency has a track record outside of Lee County in demonstrating positive outcomes through system performance measures</li> <li>0-2 The agency has less than 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency has a track record outside of Lee County in demonstrating positive outcomes through system performance measures</li> <li>0-2 The agency has less than 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes limited efforts to provide quality services through a person centered, housing focused model and ensuring and ensuring "warm hand-off" when referrals are required. The agency does not have a track record of demonstrating positive outcomes through system performance measures</li> </ul>
Budget, Match, and Leverage	The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.	5	<ul> <li>5- The project has a detailed, reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.</li> <li>3-4 The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project does not have detailed plans to expand available housing and services</li> <li>0-2 The project lacks a detailed, reasonable budget, not all anticipated costs are eligible under one of the available funding sources, or adequate match have not been committed. The project lacks plans to expand available housing and services</li> </ul>
Proposal	The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.	5	<ul> <li>5- The proposal is well organized, and adheres to all RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.</li> <li>3-4 The proposal is organized and adheres to most RFA instructions. Narratives are clear and the proposal presents adequate new and original information to be considered for funding.</li> <li>0-2 The proposal is not well organized, and does not adhere to RFA instructions. Narratives are clear and the proposal presents adequate new and original information to be considered for funding.</li> <li>0-2 The proposal is not well organized, and does not adhere to RFA instructions. Narratives are not clear or concise. The proposal lacks new or original information to be considered for funding.</li> </ul>
	Total Available Points	100	

2022 Lee County CoC Funding New Project Ranking Tool				
This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).	Threshold Requirements			
Proposal was submitted by deadline. If no, ineligible to apply.				
Applicant is a local government or non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i>				
Applicant agency has been in operation for at least 12 months prior to application deadline. If no, ineligible to apply.				
Organization is NOT listed on the excluded parties list. If no, ineligible to apply.				
Application is signed by agency official designated to execute contracts. If no, ineligible to apply.				
Eligible to Apply				
HVS Review Staff Initial: Date of Threshold Review:				

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

Priority 1 Project Outcomes (Performance Measures): The project has a estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing - Length of time person remains homeless; Extent to which persons who exit homelessness to permanent housing destinations return to homelessness: Number of persons no longer homeless; Jobs and income growth. Maximum Point Value: 10	
<ul> <li>Priority 2 Innovation: The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program.</li> <li>Maximum Point Value: 15</li> </ul>	
Priority 3 Workforce Coordination: Does the project coordinate with workforce development boards to provide permanent housing and rapid rehousing with integrated services. Points will be awarded for projects that have written documentation to demonstrate partnership with local workforce development centers to improve employment opportunities. Maximum Point Value: 10	
Priority 3 Health Care Coordination: Does the project coordinate with physical and behavioral healthcare organizations to provide integrated services to program participants. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain services, treatment, and/or medical insurance to address healthcare needs. Maximum Point Value: 10	
Priority 3 Housing Coordination: Does the project coordinate with housing providers, including but not limited to the Public Housing Authorities, landlords, or other permanent housing resources to provide permanent housing units to program participants. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private organizations to assist program participants to obtain permanent housing. Maximum Point Value: 10	
Priority 3 Engagement of Persons with Lived Experience & Equity: Does the project applicant demonstrate active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. Is the organization's Board and Staff composition representative of the population being served. Maximum Point Value: 10	

Total Available Points = 100	
Total	0.00
Proposal Presentation: The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. Maximum Point Value: 5	
Budget, Match and Leverage: The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services. Maximum Point Value: 5	
Agency's Capacity and Experience: The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "soft hand-offs" when referrals are required. Maximum Point Value: 5	
<b>Priority 4 Timeliness:</b> The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period. <b>Maximum Point Value: 5</b>	
Priority 4 Housing First: The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed. Maximum Point Value: 10	
Priority 4 Alignment with Community Goals and Needs: The project will assist the CoC in achieving stated goals and/or is a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. Maximum Point Value: 5	

Category	Objective	Maximum Point Value	Rubric
Priority 1 Project Outcomes	The project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. Addressing the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; and jobs and income growth.	10	<ul> <li>9-10 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has detailed plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in Lee County of meeting those objectives in previously funded projects</li> <li>7-8 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has detailed plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in other counties of meeting those objectives in previously funded projects</li> <li>4-6 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has some general plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; and the agency has a proven track record in other counties of meeting those objectives in previously funded projects</li> <li>4-6 The Project has estimated outcomes that are within CoC and HUD standards, and support the goal of making homelessness in Lee County rare, brief, and one-time. The project has some general plans to address the length of time person remains homeless; the extent to which persons who exit homelessness to permanent housing destinations; returns to homelessness; jobs and income growth; but the agency has not adequately met those objectives in previously funded projects</li> <li>0-3 The Project does not ade</li></ul>
Priority 2 Innovation	The project is innovative, and addresses housing and service needs in manner not already found within the CoC, or addresses housing and service needs for a population not currently being served in the CoC. The project is designed around a national best practice or existing evidence based program.	15	<ul> <li>15- The project is innovative, addresses housing and service needs in a manner not already found within the CoC, AND addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>6-14 The project is innovative, addresses housing and service needs in a manner not already found within the CoC, OR addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>6-14 The project is innovative, addresses housing and service needs in a manner not already found within the CoC, OR addresses housing and service needs for a population not currently being served in the CoC. The project is also designed around a national best practice or existing evidence based program</li> <li>0-5 The project is not innovative, or does not address housing and service needs in a manner not already found within the CoC, or does not address housing and service needs for a population not currently being served in the CoC. The project is not designed around a national best practice or existing evidence based program</li> </ul>
Priority 3 Coordination with Workforce Development Boards	The project applicant demonstrates collaboration and coordination with workforce development boards. Applicants must attach Memoranda of Understanding and/or commitment letters detailing the amount of funds being committed to support the project and the estimated number of program participants that will be assisted.	10	<ul> <li>9-10 The project has a detailed plan to coordinate with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership which detail the amount of funds being provided to support the project. The agency has a proven track record in Lee County of coordinating with Workforce Development Boards to increase employment income for program participants.</li> <li>7-8 The project has a plan to coordinate with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership that details the amount of funds being provided to support the project. The agency does not have a proven track record in other counties of coordinating with Workforce Development Boards to increase employment income for program participants.</li> <li>5-6 The project has a plan to coordinate partnership, but does not detail the amount of funds being provided to support the project. The agency does not have a proven track record in other counties of coordinating with Workforce Development Boards. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership, but does not detail the amount of funds being provided to support the project. The agency does not have proven track record in other counties of coordinating with Workforce Development Boards to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>0-4 The project does not have a detailed plan to coordinate with Workforce Development Boards to assist program participants to increase employment incomes employment income for program participants.</li> </ul>

Priority 3 Health Care Coordination	The project coordinates with healthcare organizations, (including organizations that provide mental health services), to provide permanent housing and rapid rehousing with integrated services. Points should only be awarded for projects that have written documentation to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain medical insurance to address healthcare needs. Written documentation may include MOUs or other agreements establishing a working relationship.	10	9-10 The project has a detailed plan to coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain physical and behavioral health care services and/or medical insurance to address healthcare needs. The documentation includes the funding and/or dollar value of resources committed to support the project. The agency has a proven track record in Lee County of coordinate with healthcare organizations to provide housing with integrated services. 7-8 The project has a detailed plan to coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to assist program participants to obtain physical and behavioral health care services and/or medical insurance to address healthcare needs. The documentation includes the funding and/or dollar value of resources committed to support the project. The agency does not have a proven track record in other counties of coordinate with healthcare organizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare organizations to arganizations (including organizations that provide mental health services) to provide housing with integrated services. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with public and private healthcare
Priority 3 Coordination with Housing Resources	The project applicant demonstrates collaboration and coordination with Public Housing Authorities (PHAs), landlords and other housing providers that provide housing subsidies not funded through CoC or ESG programs (e.g., Housing Choice Vouchers, Support Vouchers, private subsidies, etc.) Applicants must attach Memoranda of Understanding and/or commitment letters detailing the number of subsidies or units being provided to support the project.	10	<ul> <li>9-10 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership PHAs which detail the number of subsidies or units being provided to support the project. The agency has a proven track record in Lee County of coordinating with PHAs, landlords or other housing providers to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>7-8 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership PHAs, landlords or other housing providers which detail the number of subsidies or units being provided to support the project. The agency does not have a proven track record in other counties of coordinating with PHAs, landlords or other housing providers to provide housing subsides other than CoC and ESG to stabilize clients in housing.</li> <li>5-6 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Understanding and/or Commitment letters to demonstrate partnership with PHAs, landlords or other housing providers. The agency has written documentation including Memoranda of Subsidies other than CoC and ESG being committed to stabilize clients in housing.</li> <li>5-6 The project has a detailed plan to coordinate with PHAs, landlords or other housing providers, but does not detail the number of subsidies other than CoC and ESG being committed to stabilize clients in housing.</li> <li>6-1 The project does not have a detailed plan to coordinate with PHAs, landlords or other housing providers, o</li></ul>
Priority 3 Engagement of Persons with Lived Experience and Equity	The project applicant demonstrates active engagement of persons with lived experience. Active engagement may be demonstrated through membership on the organization's board, having persons with lived experience in paid staff positions, or through a regular, documented process for consulting persons with lived experience in program design. The organization's Board and staff composition are representative of the population being served.	10	<ul> <li>9-10 The project applicant demonstrates active engagement of persons with lived experience. Persons with lived experience sit on the organization's board AND persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are very representative of the population being served.</li> <li>7-8 The project applicant demonstrates active engagement of persons with lived experience. Persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons board OR persons with lived experience are employed in paid staff positions. The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>4-6 The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>4-6 The organization has a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> <li>0-3 The organization does not have a regular, documented process for consulting persons with lived experience in program design. The organization's board and staff composition are somewhat representative of the population being served.</li> </ul>

	The project will assist the CoC in achieving stated goals and/or is		5- The project directly addresses the stated goals and needs of the CoC, fills a gap in services or housing, and will help ensure that homelessness in Lee County is rare, brief, and one-time. The project directly aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe
Priority 4 Alignment with Community Goals and Needs	a project specifically identified as a priority within the RFA. The project will help to ensure homelessness in Lee County is rare brief and one-time, and fill a gap in services or housing. The project aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs	5	Service Needs <b>3-4</b> The project addresses some or part of the goals of the CoC, or addresses the goals indirectly. The project will help ensure that homelessness in Lee County is rare, brief, and one-time The project indirectly aligns with Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs <b>0-2</b> The project does not directly align with the goals of the CoC or Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs
Priority 4 Housing First	The project will strictly adhere to low barrier and housing first practices, that centers on providing people experiencing homelessness with housing as quickly as possible (within 30 days or less) – and then providing services as needed.	10	<ul> <li>9-10 The project proposal clearly defines low barrier and housing first practices, aims to house clients within 30 days, and the agency has a proven track record in Lee County in putting low barrier policies into practice, and housing people within 30 days of referral</li> <li>7-8 The project proposal clearly defines low barrier and housing first practices, aims to house people within 30 days of referral, and the agency has demonstrated in other continuums the ability to house people within 30 days of referral</li> <li>4-6 The project does not adequately define low barrier and housing first practices or commit to quickly housing individuals, and the agency has limited experience in rapidly housing individuals experiencing homelessness</li> <li>0-3 The project does not adequately define low barrier and housing first practices or commit to quickly housing individuals, and the agency has no experience in rapidly housing individuals experiencing homelessness</li> </ul>
Priority 4 Timeliness	The agency has a clear schedule for project implementation, spending, staffing and reporting, and will be able to carry out activities within the funding period.	5	<ul> <li>5- The agency has a clear, detailed, and feasible schedule for project implementation, spending, staffing, and reporting, and has a proven track record of carrying out activities within past funding periods in Lee County in a timely fashion</li> <li>3-4 The agency has a clear and feasible schedule for project implementation, and has carried out activities in Lee County in a timely fashion activities in past funding periods in other counties in a timely fashion</li> <li>0-2 The agency does not have a clear and feasible schedule for project implementation, or has not carried out funded activities in a timely fashion</li> </ul>
Agency's Capacity and Experience	The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required.	5	<ul> <li>5- The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required. The agency has a proven track record in Lee County and has demonstrated positive outcomes through system performance measures, including data quality</li> <li>3-4 The agency has at least 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes clear efforts to provide quality services through a person centered, housing focused model and ensuring "warm hand-off" when referrals are required. The agency has a track record outside of Lee County in demonstrating positive outcomes through system performance measures</li> <li>0-2 The agency has less than 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency has a track record outside of Lee County in demonstrating positive outcomes through system performance measures</li> <li>0-2 The agency has less than 12 months experience addressing the needs of and providing services to low income households who are homeless, formerly homeless or at risk of becoming homeless. The agency also makes limited efforts to provide quality services through a person centered, housing focused model and ensuring and ensuring "warm hand-off" when referrals are required. The agency does not have a track record of demonstrating positive outcomes through system performance measures</li> </ul>
Budget, Match, and Leverage	The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.	5	<ul> <li>5- The project has a detailed, reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available housing and services.</li> <li>3-4 The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project does not have detailed plans to expand available housing and services</li> <li>0-2 The project lacks a detailed, reasonable budget, not all anticipated costs are eligible under one of the available funding sources, or adequate match have not been committed. The project lacks plans to expand available housing and services</li> </ul>
Proposal	The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.	5	<ul> <li>5- The proposal is well organized, and adheres to all RFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.</li> <li>3-4 The proposal is organized and adheres to most RFA instructions. Narratives are clear and the proposal presents adequate new and original information to be considered for funding.</li> <li>0-2 The proposal is not well organized, and does not adhere to RFA instructions. Narratives are clear and the proposal presents adequate new and original information to be considered for funding.</li> <li>0-2 The proposal is not well organized, and does not adhere to RFA instructions. Narratives are not clear or concise. The proposal lacks new or original information to be considered for funding.</li> </ul>
	Total Available Points	100	

FY 2022 Lee County CoC Renewal Proj	ect Ranking Tool for SSO Projects
This portion of the ranking tool will be completed by the Collaborative Applicant	Threshold Requirements
(Lee County HVS).	
Letter of intent to renew/reallocate was submitted by deadline. If no, ineligible to apply.	Yes
Applicant has met the HUD threshold requirements outlined in the current year NOFA. If no, ineligible to apply.	Yes
Applicant has a current CoC funded program that is eligible for renewal. If no, ineligible to apply.	Yes
Organization is NOT listed on the excluded parties list. If no, ineligible to apply.	Yes
Letter of intent to renew/reallocate is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i>	Yes
Eligible to Apply	Yes
HVS Review Staff Initial: Date of Threshold Review:	

Project Sco	oring
Please enter your score for each scoring criteria based on the project application. While most scoring to determine score for each item. Please	
Access: The Coordinated Entry System covers 100% of the CoC's Geographic Area, and is accessible by all persons, including those who are least likely to seek services. Maximum Point Value: 20	
Assessment: The Coordinated Entry System provides a standardized assessment process that provides fair and equal access to services for all persons seeking assistance. Maximum Point Value: 20	
Prioritization: The coordinated entry system prioritizes people most in need of assistance. Maximum Point Value: 20	
Referral: The Coordinated Entry System quickly refers persons to permanent housing resources based on their vulnerability. Maximum Point Value: 20	
Financial and Monitoring: The agency expended 100% of awarded funds by the end of the most recent grant year, documented at least 25% matching funds, maintained a regular drawdown schedule, and used a suitable proportion of funds for housing and supportive services. Maximum Point Value: 20	
Total	0.00
Total Available Points = 100	
Rank:	
Reviewer Signature	
Reviewer N	ame
Committee Member's Overall Observations/Concerns:	

FY 2021 Lee County CoC Renewal Project Ranking To	ol for PSH	Projects	
	Threshold Requirements		
This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).	CASL Supportive Services	CASL Permanent Supportive Housing	CASL Rental Assistance
Letter of intent to renew/reallocate was submitted by deadline. If no, ineligible to apply.	Yes	Yes	Yes
Applicant has met the HUD threshold requirements outlined in the current year NOFA. If no, ineligible to apply.	Yes	Yes	Yes
Applicant has a current CoC funded program that is eligible for renewal. If no, ineligible to apply.	Yes	Yes	Yes
Organization is NOT listed on the excluded parties list. If no, ineligible to apply.	Yes	Yes	Yes
Letter of intent to renew/reallocate is signed by agency official designated to execute contracts. If no, ineligible to apply.	Yes	Yes	Yes
Eligible to Apply	Yes	Yes	Yes
HVS Review Staff Initial: Date of Threshold Review:		JFS 8/9/2022	JFS 8/9/2022

## FY 2021 Lee County CoC Renewal Project Ranking Tool for PSH Projects

Project Scoring			
Please enter your score for each scoring criteria based on the funded project report card. While most s reviewer may consider all elements of the project to determine score for each item. Plea	00		· • •
	CASL Supportive Services	CASL Permanent Supportive Housing	CASL Rental Assistance
<ul> <li>Housing Stability: The total number of leavers that exit the CoC funded program to a Permanent Housing Destination. Local Target for RRH programs: 75% or more; Local Target for PSH Programs 85% or more. Maximum Point Value: 12</li> <li>12 Points- More than 90% of program participants exit to a Permanent Housing Destination</li> <li>10 Points- Between 80% and 90% of program participants exit to a Permanent Housing Destination</li> <li>8 Points- Between 70% and 80% of program participants exit to a Permanent Housing Destination</li> <li>6 Points- Between 60% and 70% of program participants exit to a Permanent Housing Destination</li> <li>4 Points- Between 50% and 60% of program participants exit to a Permanent Housing Destination</li> <li>9 Points- Between 50% of program participants exit to a Permanent Housing Destination</li> </ul>	10	12	10
Exits to Homelessness: The number of persons that exit the CoC funded program to homelessness. Local Target for PSH and RRH Programs less than 10%. Maximum Point Value: 12 12 Points- Less than 10% of persons exit the program to homelessness 10 Points- Between 10% and 20% of persons exit the program to homelessness 6 Points- Between 20% and 30% of persons exit the program to homelessness 0 Points- More than 30% of persons exit the program to homelessness	12	12	12

8 6	4	<ul> <li>Living Situation at Project Entry: The number of persons that enter the CoC funded from homelessness. Local Target for PSH and RRH Programs is 100% from Safe Haven, Emergency Shelter, or Place not meant for human habitation. Maximum Point Value: 8</li> <li>8 Points- 100% of persons enter the Program from Places not meant for Habitation or Emergency Shelters</li> <li>6 Points- More than 90% of persons enter the Program from Places not meant for Habitation or Emergency Shelters, but less than 100%</li> <li>4 Points- Between 75% and 90% of persons enter the Program from Places not meant for Habitation or Habitation or Emergency Shelters</li> <li>0 Points- Less than 75% persons enter the Program from Places not meant for Habitation or Emergency Shelters</li> </ul>
9 9	9	<ul> <li>Average Length of Time Homeless: The number days a persons is homeless once they are enrolled in a CoC Funded Program. Local Target is 45 days or less. Maximum Point Value: 9</li> <li>9 Points- The average number of days between program entry and move in is less than 45 days</li> <li>6 Points- The average number of days between program entry and move in is between 46 and 90 days</li> <li>3 Points- The average number of days between program entry and move in is between 91 and 120 days</li> <li>0 Points- The average number of days between program entry and move in is between 91 and 120 days</li> </ul>

9 9 9	9	Returns to Homelessness: The number of leavers that exited a CoC funded program to a permanent housing designation, then returned to homelessness after 6, 12, or 24 months Local Target for PSH and RRH Programs less than 10% Maximum Point Value: 9         9 Points- Less than 10% of households return to homelessness within 12 months of program exit         7-8 Points- Between 10% and 20% of households return to homelessness within 12 months of program exit         5-6 Points- Between 20% and 35% of households return to homelessness within 12 months of program exit         0 Points- More than 35% of households return to homelessness within 12 months of program exit
5 7 5	5	Increasing Income: The number of persons in a CoC funded program that increased or maintained income. Local Target for PSH and RRH Programs is 45% or more. Maximum Point Value: 7 7 Points- More than 80% of persons in the program increased or maintained their income 5 Points- Between 45% and 80% of persons in the program increased or maintained their income 3 Points- Between 30% and 45% of persons in the program increased or maintained their income 0 Points- Less than 30% of persons in the program increased or maintained their income
8		Housing First: The project strictly adheres to low barrier and housing first practices, as indicated by the Housing First Assessment Tool Score. Maximum Point Value: 8

		Coordinated Entry: The percent of program entries received from Coordinated Entry, and demonstration that high need clients are being served, as indicated by an average VI SPDAT score that exceed the minimum prescribed for the project type. Local target of CE entries is 100% for RRH projects. PSH programs were in existence before CE was in place, and should not be penalized for percent under 100%. Local target for VI-SPDAT Scores 4-7 recommendation for RRH, 8+ (for individuals) and 9+ (for families) recommendation for PSH. Maximum Point Value: 8
		8 Points- 100% of households completed a VI-SPDAT prior to program entry
		6 Points- More than 90% of households completed a VI-SPDAT prior to program entry, but less than 100%
8 8	8	0 Points- Less than 90% of households completed a VI-SPDAT prior to program entry
		Serving High Need Clients: The program entries from Coordinated Entry demonstrate that more than
		75% of the clients served by the program had severe service needs.
		Maximum Point Value: 8
		8 Points- The average VI-SPDAT score of clients served by the program was greater than 10
		7 Points- The average VI-SPDAT score of clients served by the program was between 8 and 10
		6 Points- The average VI-SPDAT score of clients served by the program was betwen 6 and 8
		0 Points- The average VI-SPDAT score of clients served by the program was less than 6
8 7	7	

Total Available Points = 100	0_000		
Maximum Point Value: 5 Total	62.00	100.00	64.00
year. Maximum Baint Valua: 5		5	
Active CoC Membership: The agency has been represented at CoC meetings held during the program			
Maximum Point Value: 6		6	
suitable proportion of funds for housing and supportive services.			
grant year, documented at least 25% matching funds, maintained a regular drawdown schedule, and used a			
Financial and Monitoring: The agency expended 100% of awarded funds by the end of the most recent			
	8	8	8
0 Points- The applicant completed less than 75% of required fields in HMIS for all Households			
4 Points- The applicant completed between 75% and 85% of required fields in HMIS for all Households			
6 Points- the applicant completed between 85% and 95% of required fields in HMIS for all Households			
8 Points- The applicant completed over 95% of required fields in HMIS for all Households			
established by the CoC, and ensures that all data is entered within 48 hours of receipt. Maximum Point Value: 8			
HMIS Data Quality: The project applicant meets or exceeds the HMIS Data Quality Standards			

	Date of
Reviewer Signature	Review
-	

**Reviewer Name** 

Committee Member's Overall Observations/Concerns:

FY 2022 Lee County CoC Renewal Project Ranking To	ol for RRH .	Projects	
This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).	JFCS CoC RRH	HVS COC RRH	SVDP COC RRH
Letter of intent to renew/reallocate was submitted by deadline. If no, ineligible to apply.	Yes	Yes	Yes
Applicant has met the HUD threshold requirements outlined in the current year NOFA. If no, ineligible to apply.	Yes	Yes	Yes
Applicant has a current CoC funded program that is eligible for renewal. If no, ineligible to apply.	Yes	Yes	Yes
Organization is NOT listed on the excluded parties list. If no, ineligible to apply.	Yes	Yes	Yes
Letter of intent to renew/reallocate is signed by agency official designated to execute contracts. If no, ineligible to apply.	Yes	Yes	Yes
Eligible to Apply	Yes	Yes	Yes
HVS Review Staff Initial: Date of Threshold Review:	JFS 8/9/2022	JFS 8/9/2022	JFS 8/9/2022

#### EV 2022 Los Country CoC Don val Ducient Depling Teel for DDU Ducient

# **Project Scoring**

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

	JFCS CoC RRH	HVS COC RRH	SVDP COC RRH
<ul> <li>Housing Stability: The total number of leavers that exit the CoC funded program to a Permanent Housing Destination. Local Target for RRH programs: 75% or more; Local Target for PSH Programs 85% or more. Maximum Point Value: 12</li> <li>12 Points- More than 90% of program participants exit to a Permanent Housing Destination</li> <li>10 Points- Between 80% and 90% of program participants exit to a Permanent Housing Destination</li> <li>8 Points- Between 70% and 80% of program participants exit to a Permanent Housing Destination</li> <li>6 Points- Between 60% and 70% of program participants exit to a Permanent Housing Destination</li> <li>4 Points- Between 50% and 60% of program participants exit to a Permanent Housing Destination</li> <li>0 Points- Less than 50% of program participants exit to a Permanent Housing Destination</li> </ul>	6	12	6
Exits to Homelessness: The number of persons that exit the CoC funded program to homelessness. Local Target for PSH and RRH Programs less than 10%. Maximum Point Value: 12 12 Points- Less than 10% of persons exit the program to homelessness 10 Points- Between 10% and 20% of persons exit the program to homelessness 6 Points- Between 20% and 30% of persons exit the program to homelessness 0 Points- More than 30% of persons exit the program to homelessness	12	12	12

6 6 4	6	<ul> <li>Living Situation at Project Entry: The number of persons that enter the CoC funded from homelessness. Local Target for PSH and RRH Programs is 100% from Safe Haven, Emergency Shelter, or Place not meant for human habitation. Maximum Point Value: 8</li> <li>8 Points- 100% of persons enter the Program from Places not meant for Habitation or Emergency Shelters</li> <li>6 Points- More than 90% of persons enter the Program from Places not meant for Habitation or Emergency Shelters, but less than 100%</li> <li>4 Points- Between 75% and 90% of persons enter the Program from Places not meant for Habitation or Habitation or Emergency Shelters</li> <li>0 Points- Less than 75% persons enter the Program from Places not meant for Habitation or Emergency Shelters</li> </ul>
6 6 6	6	Average Length of Time Homeless: The number days a persons is homeless once they are enrolled in a CoC Funded Program. Local Target is 45 days or less. Maximum Point Value: 9 9 Points- The average number of days between program entry and move in is less than 45 days 6 Points- The average number of days between program entry and move in is between 46 and 90 days 3 Points- The average number of days between program entry and move in is between 91 and 120 days 0 Points- The average number of days between program entry and move in is between 91 and 120 days

9	9	9	Returns to Homelessness: The number of leavers that exited a CoC funded program to a permanent housing designation, then returned to homelessness after 6, 12, or 24 months. Local Target for PSH and RRH Programs less than 10% Maximum Point Value: 99 Points- Less than 10% of households return to homelessness within 12 months of program exit 7-8 Points- Between 10% and 20% of households return to homelessness within 12 months of program exit5-6 Points- Between 20% and 35% of households return to homelessness within 12 months of program exit0 Points- More than 35% of households return to homelessness within 12 months of program exit
3	5	3	Increasing Income: The number of persons in a CoC funded program that increased or maintained income. Local Target for PSH and RRH Programs is 45% or more. Maximum Point Value: 7 7 Points- More than 80% of persons in the program increased or maintained their income 5 Points- Between 45% and 80% of persons in the program increased or maintained their income 3 Points- Between 30% and 45% of persons in the program increased or maintained their income 0 Points- Less than 30% of persons in the program increased or maintained their income
			Housing First: The project strictly adheres to low barrier and housing first practices, as indicated by the Housing First Assessment Tool Score. Maximum Point Value: 8
	entries received from Coordinated Entry, and demonstration as indicated by an average VI SPDAT score that exceed the minimum prescribed for the project type. projects. PSH programs were in existence before CE was in	that high need clients are bei	
-------	--	--------------------------------	
	percent under 100%. Local target for VI-SPDAT Scores 4-7 individuals) and 9+ (for families) recommendation for PSH. Maximum Point Value: 8	place, and should not be pen	
	useholds completed a VI-SPDAT prior to program entry	8 Points- 10	
	completed a VI-SPDAT prior to program entry, but less than 100%	6 Points- More than 90% of h	
8 8 8	useholds completed a VI-SPDAT prior to program entry		
	n entries from Coordinated Entry demonstrate that more than	Serving High Need Clients: The	
	f the clients served by the program had severe service needs.		
	Maximum Point Value: 8		
	ore of clients served by the program was greater than 10	8 Points- The average VI-S	
	score of clients served by the program was between 8 and 10	7 Points- The average V	
	T score of clients served by the program was betwen 6 and 8	6 Points- The average	
	PDAT score of clients served by the program was less than 6	0 Points- The ave	
8 7 6			

Tatal Availabl	le Points = 100			
	Total	58.00	61.00	52.00
Maximun	n Point Value: 5			
	year.			
Active CoC Membership: The agency has been represented at CoC meetings held du	ring the program			
Maximun	n Point Value: 6			
suitable proportion of funds for housing and sup				
grant year, documented at least 25% matching funds, maintained a regular drawdown scho				
Financial and Monitoring: The agency expended 100% of awarded funds by the end o	f the most recent			
		6	8	4
0 Points- The applicant completed less than 75% of required fields in HMIS for	or all Households			
4 Points- The applicant completed between 75% and 85% of required fields in HMIS for	or all Households			
6 Points- the applicant completed between 85% and 95% of required fields in HMIS for	or all Households			
8 Points- The applicant completed over 95% of required fields in HMIS for	or all Households			
HMIS Data Quality: The project applicant meets or exceeds the HMIS Data Quality: The project applicant meets or exceeds the HMIS Data Quality established by the CoC, and ensures that all data is entered within 48 Maximum				
HMIS Data Quality: The project applicant meets or exceeds the HMIS Data (	Juality Standards			

**Reviewer Signature** 

**Reviewer Name** 

Committee Member's Overall Observations/Concerns:

From:	Sutton, Jeannie
To:	Sandi Rowland; alex.olivares@catholiccharitiesdov.org; Paola Pinillos; eduardo.gloria@catholiccharitiesdov.org; Scott Eller; nmiller@ifcs-cares.org; Heather Cross; PJ Brooks; Deborah Jackson; Nehemiah Warner;
	Yulia Parsons; slegarsky@jfcs-cares.org; Hustad, Kim; dave@svdpsp.org; Terryn Streets; Carlyle Gargis; ecookslchdc@yahoo.com; "TJ Jackson"
Cc:	Tesoro, Mark; Gillmore, Timothy; Usa, Kimberly; Sanchez, Clara; Mercado, Roger
Subject:	2022 Continuum of Care Funding Applications (Annual and Supplemental)- Conditional Selection of Project Applications
Date:	Wednesday, September 14, 2022 5:31:00 PM
Attachments:	image001.png
	image002.png
	jmage003.png
	jmage004.png
	image005.png
	New Project Scoring.pdf
	Renewal Project Scoring.pdf
Importance:	High

Good afternoon all,

On Wednesday, September 14, 2022, the CoC Governing Board met to review and vote on the recommendations made by the Performance Evaluation and Ranking Committee. The Committee assessed the performance measures, effectiveness, and need for all renewal and new CoC projects for both the 2022 Annual CoC process and the Supplemental CoC process. All projects were evaluated in accordance with the 2021 Ranking Tool. The conditionally selected projects for both the 2022 Continuum of Care Annual Application and the 2021 Supplemental CoC Application to Address Unsheltered Homelessness are listed below. Detailed scoring information can be reviewed in the attached results.

Agencies with conditionally selected projects will receive additional correspondence shortly requesting updated match documentation, HUD 2880 forms, and to complete a final review of your project application prior to submission in eSNAPs. The deadline for these documents will be early next week, your quick attention to these items is greatly appreciated.

#### 2022 Continuum of Care Annual Application

Applicant	Project Name	Funding Source	Fu	unding Requested	Average Score	Project Rank	Tier
CASL	PSH	CoC Annual	\$	171,458.00	98.33333333	1	1
CASL	Lee County RTF II PSH	New CoC Annual	\$	688,073.80	93	2	1
CASL	SS	CoC Annual	\$	128,157.00	84.5	7	1
CASL	RA	CoC Annual	\$	199,565.00	82.66666667	8	1
	Lee County PSH Scattered Site Rental						
CASL	Assistance	New CoC Annual	\$	296,234.40	92.2	4	1
HVS	SSO CE	CoC Annual	\$	165,000.00	92.83333333	3	1
Catholic Charities	DV RRH	DV Bonus New CoC Annual	\$	166,949.60	90	5	1
Catholic Charities	DV RRH	DV Bonus New CoC Annual	\$	89,777.20			2
Catholic Charities	Rapid Rehousing	New CoC Annual	\$	369,353.00	86.8	6	2
SVDP	Returning Home Lee RRH	CoC Annual	\$	211,012.00	73.16666667	14	2
	Project Sub Totals	•	\$	2,485,580.00			
		Planning Grant	\$	107,405.00			
		Total	\$	2,592,985.00			

#### 2021 Supplemental CoC Application to Address Unsheltered Homelessness

Applicant	Project Name	Funding Source	Funding Requested	Average Score	Project Rank
HVS	CoC Planning Grant	Supplemental	\$ 35,800.00	96	1
Catholic					
Charities	Youth Rapid Re-Housing	Supplemental	\$ 578,792.00	88.2	2
SVDP	Lee Scattered Site PSH Targeting Unsheltered Homeless	Supplemental	\$ 578,792.00	84	3
		Total	\$ 1,193,384.00		

The following projects were not selected for submission to HUD:

CPE	The Empowerment Center
TSA	Red Shield Homeless Outreach Project
HVS	RRH
SVDP	Returning Home Lee RRH Expansion
SVDP	Safely Home - Lee CY 2022
JFCS	RRH
LCHDC	DV RRH

Thank you for taking the time to submit an application for a CoC funded project. If your project was not selected, please consider applying for additional funding opportunities that may arise in the future.

If you would like to request a debriefing to discuss your project applications, scores or other information, please feel free to reply to this email with your availability the week of October 17, 2022.

Thank you,



Jeannie Sutton | Deputy Director Lee County Human and Veteran Services 2440 Thompson St., Fort Myers, FL 33901



office: (239) 533-7958 cell: (239) 822-8438 email: jsutton@leegov.com web: www.leegov.com Connect With Us On Social Media

PERC Member	Applicant	Project Name	Funding Source	Funding Requested	Number of Units/Clients	Project Score
Lue Richardson	CASL	Lee County PSH Scattered Site Rental Assistance	New CoC Annual	\$ 296,234.40	40	87
Lue Richardson	CASL	Lee County RTF II PSH	New CoC Annual	\$ 723,764.00	16	86
Lue Richardson	Catholic Ch	Rapid Rehousing	New CoC Annual	\$ 369,353.00	25	80
Lue Richardson	SVDP	Returning Home Lee RRH Expansion	New CoC Annual	\$ 1,020,060.00	68	76
Lue Richardson	SVDP	Safely Home - Lee CY 2022	DV Bonus New Co	\$ 257,025.00	11	72
Lue Richardson	Catholic Ch	DV RRH	DV Bonus New Co	\$ 256,726.80	30	87
Lue Richardson	LCHDC	DV RRH	DV Bonus New Co		100	75
Lue Richardson		Youth Rapid Re-Housing	Supplemental	\$ 1,252,482.00	105	85
Lue Richardson	CPE	The Empowerment Center	Supplemental	\$ 608,510.40	24	74
Lue Richardson	SVDP	Lee Scattered Site PSH Targeting Unsheltered Homeless	Supplemental	\$ 1,157,584.00	63	82
Lue Richardson	TSA	Red Shield Homeless Outreach Project	Supplemental	\$ 560,405.00	50	68
Lue Richardson	HVS	CoC Planning Grant	Supplemental	φ 500) 105100	0	90
			Supplemental	l	Ŭ	50
Rob Tabor	CASL	Lee County PSH Scattered Site Rental Assistance	New CoC Annual	\$ 296,234.40	40	97
Rob Tabor	CASL	Lee County RTF II PSH	New CoC Annual	\$ 723,764.00	16	96
Rob Tabor		Rapid Rehousing	New CoC Annual	\$ 369,353.00	25	84
Rob Tabor	SVDP	Returning Home Lee RRH Expansion	New CoC Annual	\$ 1,020,060.00	68	79
Rob Tabor	SVDP	Safely Home - Lee CY 2022	DV Bonus New Co		11	75
Rob Tabor	Catholic Ch		DV Bonus New Co		30	84
Rob Tabor Rob Tabor	LCHDC	DV RRH	DV Bonus New Co		30	77
		Youth Rapid Re-Housing				84
Rob Tabor Rob Tabor	Catholic Cr CPE	The Empowerment Center	Supplemental Supplemental	\$ 1,252,482.00 \$ 608,510.40	105 24	84
Rob Tabor Rob Tabor	SVDP TSA	Lee Scattered Site PSH Targeting Unsheltered Homeless	Supplemental	\$ 1,157,584.00 \$ 560,405.00	63	82
Rob Tabor		Red Shield Homeless Outreach Project	Supplemental	\$ 560,405.00	50	85
Rob Tabor	HVS	CoC Planning Grant	Supplemental		0	100
The second se	CACI	Les Causte DCH Castle and Cha Daniel Assistance		¢ 205 224 40	40	00
Therese Everly	CASL	Lee County PSH Scattered Site Rental Assistance	New CoC Annual		40	99
Therese Everly	CASL	Lee County RTF II PSH	New CoC Annual	1 .,	16	99
Therese Everly		Rapid Rehousing	New CoC Annual	\$ 369,353.00	25	96
Therese Everly	SVDP	Returning Home Lee RRH Expansion	New CoC Annual	\$ 1,020,060.00	68	85
Therese Everly	SVDP	Safely Home - Lee CY 2022	DV Bonus New Co	. ,	11	91
Therese Everly	Catholic Ch		DV Bonus New Co	. ,	30	99
Therese Everly	LCHDC	DV RRH	DV Bonus New Co	. ,	100	87
Therese Everly		Youth Rapid Re-Housing	Supplemental	\$ 1,252,482.00	105	95
Therese Everly	CPE	The Empowerment Center	Supplemental	\$ 608,510.40	24	79
Therese Everly	SVDP	Lee Scattered Site PSH Targeting Unsheltered Homeless	Supplemental	\$ 1,157,584.00	63	87
Therese Everly	<mark>TSA</mark>	Red Shield Homeless Outreach Project	Supplemental	\$ 560,405.00	50	88
Therese Everly	HVS	CoC Planning Grant	Supplemental		0	100
				-		
Linda Hafner	CASL	Lee County PSH Scattered Site Rental Assistance	New CoC Annual	\$ 296,234.40	40	98
Linda Hafner	CASL	Lee County RTF II PSH	New CoC Annual	\$ 723,764.00	16	99
Linda Hafner	Catholic Ch	Rapid Rehousing	New CoC Annual	\$ 369,353.00	25	94
Linda Hafner	SVDP	Returning Home Lee RRH Expansion	New CoC Annual	\$ 1,020,060.00	68	88
Linda Hafner	SVDP	Safely Home - Lee CY 2022	DV Bonus New Co	\$ 257,025.00	11	88
Linda Hafner	Catholic Ch	DV RRH	DV Bonus New Co	\$ 256,726.80	30	95
Linda Hafner	LCHDC	DV RRH	DV Bonus New Co	\$ 257,025.00	100	78
Linda Hafner	Catholic Ch	Youth Rapid Re-Housing	Supplemental	\$ 1,252,482.00	105	92
Linda Hafner	CPE	The Empowerment Center	Supplemental	\$ 608,510.40	24	89
Linda Hafner	SVDP	Lee Scattered Site PSH Targeting Unsheltered Homeless	Supplemental	\$ 1,157,584.00	63	89
Linda Hafner	TSA	Red Shield Homeless Outreach Project	Supplemental	\$ 560,405.00	50	91
Linda Hafner	HVS	CoC Planning Grant	Supplemental	,	0	100
					-	
Jennifer Souvannasinh	CASL	Lee County PSH Scattered Site Rental Assistance	New CoC Annual	\$ 296,234.40	40	80
Jerminer Jouvannasinn		Lee County RTF II PSH	New CoC Annual	\$ 723,764.00	16	85
	CASL		New CoC Annual	\$ 369,353.00	25	80
Jennifer Souvannasinh	CASL Catholic Ch	Rapid Rehousing				00
Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch	Rapid Rehousing Returning Home Lee RRH Expansion			68	70
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP	Returning Home Lee RRH Expansion	New CoC Annual	\$ 1,020,060.00	68 11	70 70
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022	New CoC Annual DV Bonus New Co	\$ 1,020,060.00 \$ 257,025.00	11	70
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP Catholic Ch	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022 DV RRH	New CoC Annual DV Bonus New Co DV Bonus New Co	\$ 1,020,060.00 \$ 257,025.00 \$ 256,726.80	11 30	70 85
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP Catholic Ch LCHDC	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022 DV RRH DV RRH	New CoC Annual DV Bonus New Co DV Bonus New Co DV Bonus New Co	\$ 1,020,060.00 \$ 257,025.00 \$ 256,726.80 \$ 257,025.00	11 30 100	70 85 75
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP Catholic Ch LCHDC Catholic Ch	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022 DV RRH DV RRH Vouth Rapid Re-Housing	New CoC Annual DV Bonus New Co DV Bonus New Co DV Bonus New Co Supplemental	\$ 1,020,060.00 \$ 257,025.00 \$ 256,726.80 \$ 257,025.00 \$ 1,252,482.00	11 30 100 105	70 85 75 85
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP Catholic Ch LCHDC Catholic Ch CPE	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022 DV RRH DV RRH Youth Rapid Re-Housing The Empowerment Center	New CoC Annual DV Bonus New Co DV Bonus New Co DV Bonus New Co Supplemental Supplemental	\$ 1,020,060.00 \$ 257,025.00 \$ 256,726.80 \$ 257,025.00 \$ 1,252,482.00 \$ 608,510.40	11 30 100 105 24	70 85 75 85 75 75
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP Catholic Ch LCHDC Catholic Ch CPE SVDP	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022 DV RRH DV RRH Youth Rapid Re-Housing The Empowerment Center Lee Scattered Site PSH Targeting Unsheltered Homeless	New CoC Annual DV Bonus New Co DV Bonus New Co DV Bonus New Co Supplemental Supplemental Supplemental	\$ 1,020,060.00 \$ 257,025.00 \$ 256,726.80 \$ 257,025.00 \$ 1,252,482.00 \$ 608,510.40 \$ 1,157,584.00	11 30 100 105 24 63	70 85 75 85 75 75 80
Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh Jennifer Souvannasinh	Catholic Ch SVDP SVDP Catholic Ch LCHDC Catholic Ch CPE	Returning Home Lee RRH Expansion Safely Home - Lee CY 2022 DV RRH DV RRH Youth Rapid Re-Housing The Empowerment Center	New CoC Annual DV Bonus New Co DV Bonus New Co DV Bonus New Co Supplemental Supplemental	\$ 1,020,060.00 \$ 257,025.00 \$ 256,726.80 \$ 257,025.00 \$ 1,252,482.00 \$ 608,510.40	11 30 100 105 24	70 85 75 85 75 75

Applicant	Project Name	Average Score
CASL	Lee County PSH Scattered S	92.2
CASL	Lee County RTF II PSH	93
Catholic Charities	Rapid Rehousing	86.8
SVDP	Returning Home Lee RRH Ex	79.6
SVDP	Safely Home - Lee CY 2022	79.4
Catholic Charities	DV RRH	90
LCHDC	DV RRH	78.4
Catholic Charities	Youth Rapid Re-Housing	88.2
СРЕ	The Empowerment Center	81
SVDP	Lee Scattered Site PSH Targe	84
TSA	Red Shield Homeless Outrea	80.4
HVS	CoC Planning Grant	96

PERC Member	Applicant	Project Name	Funding Source	Fund	ng Requested	Number of Units/Clients	Project Score
Lue Richardson	HVS	SSO CE	CoC Annual	\$	165,000.00	N/A	85
Lue Richardson	JFCS	RRH	CoC Annual	\$	106,206.00	4	83
Lue Richardson	HVS	RRH	CoC Annual	\$	113,471.00	8	83
Lue Richardson	SVDP	RRH	CoC Annual	\$	211,012.00	10	77
Lue Richardson	CASL	SS	CoC Annual	\$	128,157.00	17	85
Lue Richardson	CASL	PSH	CoC Annual	\$	171,458.00	11	100
Lue Richardson	CASL	RA	CoC Annual	\$	199,565.00	12	93
Rob Tabor	HVS	SSO CE	CoC Annual	\$	165,000.00	N/A	94
Rob Tabor	JFCS	RRH	CoC Annual	\$	106,206.00	4	80
Rob Tabor	HVS	RRH	CoC Annual	\$	113,471.00	8	
Rob Tabor	SVDP	RRH	CoC Annual	\$	211,012.00	10	79
Rob Tabor	CASL	SS	CoC Annual	\$	128,157.00	17	89
Rob Tabor	CASL	PSH	CoC Annual	\$	171,458.00	11	100
Rob Tabor	CASL	RA	CoC Annual	\$	199,565.00	11	83
	CASE	101	cocrimida	Ŷ	199,909.00	12	
Therese Everly	HVS	SSO CE	CoC Annual	\$	165,000.00	N/A	98
Therese Everly	JFCS	RRH	CoC Annual	\$	106,206.00	4	83
Therese Everly	HVS	RRH	CoC Annual	\$	113,471.00	8	84
, Therese Everly	SVDP	RRH	CoC Annual	\$	211,012.00	10	75
, Therese Everly	CASL	SS	CoC Annual	\$	128,157.00	17	91
Therese Everly	CASL	PSH	CoC Annual	\$	171,458.00	11	100
, Therese Everly	CASL	RA	CoC Annual	\$	199,565.00	12	88
-	-	-				-	
Linda Hafner	HVS	SSO CE	CoC Annual	\$	165,000.00	N/A	95
Linda Hafner	JFCS	RRH	CoC Annual	\$	106,206.00	4	75
Linda Hafner	HVS	RRH	CoC Annual	\$	113,471.00	8	80
Linda Hafner	SVDP	RRH	CoC Annual	\$	211,012.00	10	69
Linda Hafner	CASL	SS	CoC Annual	\$	128,157.00	17	81
Linda Hafner	CASL	PSH	CoC Annual	\$	171,458.00	11	100
Linda Hafner	CASL	RA	CoC Annual	\$	199,565.00	12	81
Hannah Pelle	HVS	SSO CE	CoC Annual	\$	165,000.00	N/A	95
Hannah Pelle	JFCS	RRH	CoC Annual	\$	105,000.00	4	75
Hannah Pelle	HVS	RRH	CoC Annual	\$	113,471.00	8	80
Hannah Pelle	SVDP	RRH	CoC Annual	ې \$		10	69
Hannah Pelle	CASL	SS		\$ \$	211,012.00 128,157.00	10	81
			CoC Annual				
Hannah Pelle	CASL	PSH	CoC Annual	\$	171,458.00	11	
Hannah Pelle	CASL	RA	CoC Annual	\$	199,565.00	12	81
Jennifer Souvannasinh	HVS	SSO CE	CoC Annual	\$	165,000.00	N/A	90
Jennifer Souvannasinh	JFCS	RRH	CoC Annual	\$	106,206.00	4	75
Jennifer Souvannasinh	HVS	RRH	CoC Annual	\$	113,471.00	8	
Jennifer Souvannasinh	SVDP	RRH	CoC Annual	\$	211,012.00	10	
Jennifer Souvannasinh	CASL	SS	CoC Annual	\$	128,157.00	17	80
Jennifer Souvannasinh	CASL	PSH	CoC Annual	\$	171,458.00	11	90
Jennifer Souvannasinh	CASL	RA	CoC Annual	\$	199,565.00	11	70

# Average Score

HVS	SSO CE	92.83333333
JFCS	RRH	78.5
HVS	RRH	81.66666667
SVDP	RRH	73.16666667
CASL	SS	84.5
CASL	PSH	98.33333333
CASL	RA	82.66666667



August 4, 2022

Jennie Sutton 2440 Thompson Street Fort Myers, FL 33901 Re: Continuum of Care (CoC) For the 2022 Competitive Funding Cycle

Ms. Sutton,

The Salvation Army has decided to step back from the Homeless Prevention Program through Rapid Rehousing effective 5/1/22.

The Salvation Army voluntarily reallocates all our funding for the 2022 competitive Funding Cycle. Please reallocate these eligible funds to another project outside of our organization.

Sincerely

Carlyle K Gargis, Major AREA COMMANDER/CORPS OFFICER Lee, Hendry and Glades Counties







August 3, 2022

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

Re: RRH

Dear Ms. Sutton:

Goodwill Industries of SWFL unfortunately will not be able to participate in the next Rapid Rehousing 2022/2023 cycle due to our coordinator retiring. Goodwill would like the Rapid Rehousing 2022.2023 awarded dollars to be reallocated to the appropriate partner.

GoodwillSWFL was very grateful to be given the opportunity to serve our community through the Rapid Rehousing program. We will continue to be a committed community partner in helping to make homelessness rare and one-time.

Carolyn A. Johnson

anden a.

Sr. VP of Mission Services and Development



Mission: Goodwill Industries of Southwest Florida is committed to serving people with disabilities and disadvantages by offering life-changing opportunities to achieve independence.



# Sutton, Jeannie

From:	Sutton, Jeannie
Sent:	Wednesday, September 14, 2022 5:32 PM
То:	Sandi Rowland; alex.olivares@catholiccharitiesdov.org; Paola Pinillos;
	eduardo.gloria@catholiccharitiesdov.org; Scott Eller; nmiller@jfcs-cares.org; Heather Cross; PJ Brooks; Deborah Jackson; Nehemiah Warner; Yulia Parsons; slegarsky@jfcs-cares.org; Hustad, Kim; dave@svdpsp.org; Terryn Streets; Carlyle Gargis; ecookslchdc@yahoo.com; 'TJ Jackson'
Cc:	Tesoro, Mark; Gillmore, Timothy; Usa, Kimberly; Sanchez, Clara; Mercado, Roger
Subject:	2022 Continuum of Care Funding Applications (Annual and Supplemental)- Conditional Selection of Project Applications
Attachments:	New Project Scoring.pdf; Renewal Project Scoring.pdf
Importance:	High

Good afternoon all,

On Wednesday, September 14, 2022, the CoC Governing Board met to review and vote on the recommendations made by the Performance Evaluation and Ranking Committee. The Committee assessed the performance measures, effectiveness, and need for all renewal and new CoC projects for both the 2022 Annual CoC process and the Supplemental CoC process. All projects were evaluated in accordance with the 2021 Ranking Tool. The conditionally selected projects for both the 2022 Continuum of Care Annual Application and the 2021 Supplemental CoC Application to Address Unsheltered Homelessness are listed below. Detailed scoring information can be reviewed in the attached results.

Agencies with conditionally selected projects will receive additional correspondence shortly requesting updated match documentation, HUD 2880 forms, and to complete a final review of your project application prior to submission in eSNAPs. The deadline for these documents will be early next week, your quick attention to these items is greatly appreciated.

Applicant	Project Name	Funding Source		Funding Requ
CASL	PSH	CoC Annual	\$	171,4
CASL	Lee County RTF II PSH	New CoC Annual	\$	688,0
CASL	SS	CoC Annual	\$	128,1
CASL	RA	CoC Annual	\$	199,5
CASL	Lee County PSH Scattered Site Rental Assistance	New CoC Annual	\$	296,2
HVS	SSO CE	CoC Annual	\$	165,0
Catholic Charities	DV RRH	DV Bonus New CoC Annual	\$	166,9
Catholic Charities	DV RRH	DV Bonus New CoC Annual	\$	89,7
Catholic Charities	Rapid Rehousing	New CoC Annual	\$	369,3
SVDP	Returning Home Lee RRH	CoC Annual	\$	211,0
	Project Sub Totals		\$	2,485,5
		Planning Grant	\$	107,4
		Total	\$	2,592,98

# 2022 Continuum of Care Annual Application

#### 2021 Supplemental CoC Application to Address Unsheltered Homelessness

Applicant	Project Name	Funding Source	Funding Request
HVS	CoC Planning Grant	Supplemental	\$ 35,800.0
<b>Catholic Charities</b>	Youth Rapid Re-Housing	Supplemental	\$ 578,792.0
SVDP	Lee Scattered Site PSH Targeting Unsheltered Homeless	Supplemental	\$ 578,792.0
		Total	\$ 1,193,384.00

The following projects were not selected for submission to HUD:

СРЕ	The Empowerment Center
TSA	Red Shield Homeless Outreach Project

HVS	RRH
SVDP	Returning Home Lee RRH Expansion
SVDP	Safely Home - Lee CY 2022
JFCS	RRH
LCHDC	DV RRH

Thank you for taking the time to submit an application for a CoC funded project. If your project was not selected, please consider applying for additional funding opportunities that may arise in the future.

If you would like to request a debriefing to discuss your project applications, scores or other information, please feel free to reply to this email with your availability the week of October 17, 2022.

### Thank you,



# Jeannie Sutton | Deputy Director Lee County Human and Veteran Services

2440 Thompson St., Fort Myers, FL 33901 office: (239) 533-7958 cell: (239) 822-8438 email: jsutton@leegov.com web: www.leegov.com

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# MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE CITY OF FORT MYERS, THE LEE COUNTY HOUSING AUTHORITY, AND LEE COUNTY CONTINUUM OF CARE TO ESTABLISH A MUTUAL WORKING AGREEMENT FOR THE PURPOSE OF SERVING CLIENTS HOUSED UNDER HUD COC SUPPLEMENTAL FUNDING.

This Memorandum of Understanding has been created and entered into on October 24, 2022, will immediately take effect upon HUD's selection of Lee County CoC's proposal for HUD CoC supplemental funding, and will remain in effect until programs funded by HUD's Supplemental NOFO expire.

The Housing Authority of the City of fort Myers

4224 Renaissance Preserve Way, Fort Myers, FL 33916

The Lee County Housing Authority 14170 Warner Cir. Fort Myers, FL 33903

Lee County Continuum of Care

2440 Thompson St. Fort Myers, FL 33901

#### I. Introduction and Goals

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- a. Lee County Continuum of Care (CoC), in collaboration with the Housing Authority of the City of Fort Myers (HACFM) and the Lee County Housing Authority (LCHA) (jointly "the PHAs") are committed to the long-term housing stability of individuals and families experiencing homelessness with severe service needs. In the event that HUD selects Lee County CoC's proposal for supplemental funding, the PHAs will provide an appropriate housing voucher for
  - i. At least 50% of the program participants served under Catholic Charities Youth Rapid Rehousing Program (at least 26 of the 52 clients to be served), and
  - ii. At least 50% of the units included in Saint Vincent de Paul's Scattered Site Permanent Supportive Housing Program (at least 16 of the 31 units to be funded).

- b. Housing vouchers of a type specific and appropriate to each individual or family's needs as appropriate and may include any combination of:
  - I. Housing Choice Vouchers
  - ii. Emergency Housing Vouchers
  - ili. Stability Vouchers
  - iv. Any other form of long-term housing resource which is or may become available to the PHAs which satisfies the requirements described in NOFO-FR-6500.
- c. The PHAs and the CoC will collaborate through regularly scheduled meetings to eliminate barriers wherever possible and ensure that eligible clients are able to easily access the housing opportunities provided by the PHAs.
- d. The PHAs and the CoC agree to designate one staff member each to the CoC serve as liaison to staff the clients served under this funding and to carry out the responsibilities described in sections IV and V of this MOU.

### II. Eligible Populations

- a. Clients selected by the CoC who:
  - i. Are experiencing homelessness or otherwise meet the criteria for programs funded under NOFO-FR-6500
  - ii. Are selected by the CoC through the Coordinated Entry Prioritization process and
  - iil. Are being served by programs funded under NOFO-FR-6500

# III. Services to be provided to eligible individuals and families

- a. COC will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance, while aiding households in addressing barriers.
- b. COC will support PHAs in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the PHA.
- c. PHA will determine a referral eligible for participation within thirty days from receipt of referral. Prolonged determination of eligibility will only occur if proper verification is not supplied, and will extend for 30 days, unless there's good cause for delay. Otherwise, the application will be placed inactive and subject to being referred again.
- d. The PHAs along with partnering service providers will provide housing search assistance for eligible individuals and families.
- e. The PHAs will provide counseling on compliance with rental lease requirements.
- f. CoC and partnering service providers will assess individuals and families who may require referrals for assistance with security deposits, utility hook-up fees, utility deposits, and other eligible move in costs.
- g. COC and partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

### IV. PHA Roles and Responsibilities

- a. Communicate admissions criteria and process with a focus on minimizing barriers to permanent housing and serving clients.
- b. Administer housing opportunities in accordance with applicable program regulations and requirements.
- c. Assist applicants with financial needs to secure housing at program inception and as funding permits including but not limited to application fees, holding deposits, security deposits, utility deposits and/or prior utility debts.
- d. Coordinate and consult with CoC on an individual basis to determine additional financial needs should amounts exceed allotted service fees per individual/family.
- e. Accept direct referrals for eligible individuals and families through the CoC's Coordinated Entry System.
- f. Assess eligibility for individuals and families referred to housing opportunities.
- g. Coordinate with the CoC and clients on missing and incomplete data
- h. Amend the Administrative Plan in accordance with applicable program regulations and requirements.
- i. Notify current HCV Applicants of the availability of supplementally funded programs. Qualified HCV applicants will be referred to CoC's Coordinated Entry System.
- j. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
- k. Coordinate and provide housing search along with CoC, as needed.
- I. Provide prospective property management with assurance of customer's ability to meet financial obligations in connection to service fees and any other applicable financial assistance necessary for the customer to lease the unit, when applicable.
- m. Coordinate timely submissions to ensure inspections of units are completed in a timely manner.
- n. Provide initial counseling and compliance as it pertains to rental lease requirements.
- o. Certify customers for participation.
- p. Apply for and coordinate supportive services in collaboration with the CoC
- q. Comply with the provisions of this MOU and assess adjustments as needed.

#### V. <u>CoC Roles and Responsibilities</u>

- a. Refer eligible individuals and families to funded programs and to the PHAs using the community's Coordinated Entry System.
- b. Prescreen for PHA guidelines and eligibility
- c. Support eligible individuals and households in completing supportive documentation to accompany admissions application to the PHAs (i.e. self-certifications, birth certificate, social security card, etc.).
- d. Ensure the PHAs is provided all missing documentation to support eligibility of voucher holder within 90 days of certification.
- e. Attend participant briefings when needed.

- f. Assess all households referred to the PHAs for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
- g. Apply for and coordinate supportive services in collaboration with the PHAs.
- h. Coordinate and consult with the PHAs on an individual basis to determine financial needs as initially assessed by service fees, and possible referral to partnering agencies to assist customer in meeting financial needs to secure housing.
- i. Coordinate and provide housing search along with PHA, as needed.
- J. Provide prospective management with assurance of customer's ability to meet financial obligations in connection to service fees and any other applicable financial assistance necessary for the customer to lease the unit, when applicable.
- k. Provide initial counseling and compliance as it pertains to rental lease requirements.
- Comply with the provisions of this MOU.

#### VI. **Program Evaluation**

a. The PHA, and CoC or designated CoC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD.

By:

Clarcia Danis

Marcia Davis, HACFM Executive Director

10/28/2022

Marcus D. Hoodson

Marcus Goodson, LCHA Executive Director

10/31/2022

Date

Carolyn Johnson Carolyn Johnson, Chair, Lee County CoC

10/27/2022

Date



CSFA #	
CFDA #	
Contract No.	9233
Funding Sour	rce: General Fund
State Man	

(FC5610100100)

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

#### SALUSCARE, INC.

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

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

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

#### ARTICLE I: SCOPE OF SERVICES

Provider/Agency will provide mental health and substance abuse services for adults and children in Lee County in accordance with Florida Statue Chapter 394 and Chapters 65D and 65E of the Florida Administrative Code.

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

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

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

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

#### ARTICLE II: TERM OF CONTRACT

This Contract shall begin October 1, 2021 and end, September 30, 2022 unless terminated as specified in Article IX, Suspension/Termination.

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

# ARTICLE III: COMPENSATION AND REPORTS

# A. <u>Contract Payment</u>

The COUNTY will make payments on a reimbursement basis to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$4,425,451.00. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX: SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

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

Program	Approved Budget Category	Annual Budget Amount
State Mandate	Adult Mental Health	\$ 1,000,288.00
	Adult Substance Abuse	\$ 863,223.00
	Children Mental Health & Children Substance Abuse	\$ 310,248.00
	Services for Care	\$ 2,251,692.00
	TOTAL	\$ 4,425.451.00

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

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

# B. <u>Deferred Payment/Return of Funds</u>

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

If, as a result of monitoring or audit, units of service provided are not documented a

payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the COUNTY or a repayment agreement is accepted by COUNTY. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

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

#### C. <u>Contract Deliverables</u>

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

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

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

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

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

#### Z EXHIBIT 2- Program/Demographics/Beneficiary Report -- Due: As indicated on

Exhibit 2.

- EXHIBIT 3 Performance Outcomes Report Due: As indicated on Exhibit 3.
- EXHIBIT 4 Quarterly Unit Rate & Revenue Analysis Report <u>Due: 30 days</u> following the end of each quarter. (Jan 31; April 30; July 31; Oct 31).
   <u>Documentation to support expenditures and revenue MUST be attached i.e.</u> <u>OuickBooks: Profit/Loss Statement.</u>
- EXHIBIT 5- Annual Progress Report or Closeout Report- <u>Due as indicated on</u> <u>Exhibit 5 and/or in Section D.</u>
- ZEXHIBIT 6 Certificate of Insurance Insert in contract.
- Z EXHIBIT 7 Statement of Work Insert in contract.
- EXHIBIT 8 Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.

**EXHIBIT 9 - Annual Certification of Continued Operation - Due: As indicated** on Exhibit 9.

# Z EXHIBIT 10- Current Board of Directors Roster

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

#### 2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended - <u>Due Date: Non profits - 180 days following the end of</u> <u>PROVIDER'S fiscal year(s): Governments/municipalities - 270 days following the</u> end of fiscal year(s).
- Monitoring Reports A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than 30 days after receipt by the **PROVIDER**.
  - D. <u>Contract Closeout</u>
  - Partnering for Results: Unit Rate Analysis Report -Due: 30 days after contract end.
  - Partnering for Results: Final Payment Request -Due: 4 business days after contract end.
  - D Partnering for Results: Close-Out Report Due 30 days after contract end
  - State Mandated: Final Payment Request Due: October 9, 2022
  - HOME Close-out package for each property -<u>Due: 120 days after payment</u> request.
  - □ Supportive Housing Program and Rental Assistance (COC) Final Payment

Request and Annual Progress Report - Due: 45 days end date of operating year.

- CDBG Final Payment Request and Beneficiary Reports <u>Due: 20<sup>th</sup> of the month</u> after term end.
- Other Funding Source –
   Final Closeout Payment Request Due: \_\_\_\_\_\_

# ARTICLE IV: AUDITS, MONITORING, AND RECORDS

### A. <u>Monitoring</u>

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

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

### B. Audits and Inspections

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

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

### C. <u>Records</u>

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be

longer depending on the funding source and it is the **PROVIDER's** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

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

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

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

### D. Independent Audit

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

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

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

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

#### ARTICLE V: AMENDMENTS

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

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

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

# ARTICLE VI: CONTRACTOR STATUS

#### A. Independent Contractor

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

**PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

### B. <u>Subcontracts</u>

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**'s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

# ARTICLE VII: CONFLICT OF INTEREST

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

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

# ARTICLE VIII: RISK MANAGEMENT

#### A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law,

Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY's** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

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

#### B. Insurance Requirements

# Insurance - Nonprofit Providers

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

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

- 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
- Commercial General Liability Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

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

2.

- Business Auto Liability The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
   \$100,000 bodily injury per person (BI)
   \$300,000 bodily injury per occurrence (BI)
   \$100,000 property damage (PD) or
   \$300,000 combined single limit (CSL) of BI and PD
- 4. Directors & Officers Liability Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
- 5. Fidelity Bonding Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

#### Insurance - Government/Municipality

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

#### C. Notice of cancellation or modification

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

### ARTICLE IX: SUSPENSION/TERMINATION

### A. <u>Suspension</u>

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

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

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

# B. <u>Termination by COUNTY</u>

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

notice.

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

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

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

# C. <u>Termination by PROVIDER</u>

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

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

# ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

#### **IMMIGRATION LAWS:**

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

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

#### **OTHER REQUIREMENTS:**

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

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

Additional information can be accessed at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/FHLaws http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/promotingfh/lep-mfh-fag

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

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

- C. That they will comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the PROVIDER's Single-Point-of-Contact.
- **D.** That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.

- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- **H.** That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the COUNTY immediately of any funding source changes and/or additions from other sources that are different from that shown in the PROVIDER'S application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for COUNTY funds.
- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners".
- M. That they will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- **O.** The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.

- P. The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- Q. The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

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

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

### ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

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

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

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

#### ARTICLE XIII: NOTICES

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

PROVIDER:	COUNTY:
Name: Stacey Cook	Name: Attn: Melissa Espinosa
Title: <u>CEO</u>	Title: Contract Coordinator
Agency: SalusCare, Inc	Agency: Human and Veteran Services
Address: 3763 Evans Aue	Address: 2440 Thompson Street
Fort Myers, FL 33901	Fort Myers, Florida 33901
Telephone: 239-218-4474	Telephone: (239) 533-7924
Fax: 2.89-218-0094	Fax: (239) 533-7960
E-Mall: Scookesaluscateforida.org	E-Mail: <u>MEspinosa@leegov.com</u>

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

Stace, Cook	OR Ronne Apicella
Name (printed/typed)	Name (printed/typed)
	Roma Apicallo
Signature	Signature
Chief Executive Officer	Chief Financial Officer
Title	Title

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

### ARTICLE XIV: SPECIAL PROVISIONS

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

# ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

S:\Human Services\Community ImpactState Mandated\SAMH\1. Saluscare SM\2021-2022\Contract Docs\Word & Excel\2 2021-2022 Saluscare State Mandated SAMH Treatment Services Contract.Doc 15 IN WITNESS THEREOF, PROVIDER and COUNTY have caused this <u>16-page</u> contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

#### **PROVIDER:**

Stacey Cook By: Name (print)

(Signature of authorized officer)

Chief Executive Officer Title 0/18/2021

Date

### STATE OF FLORIDA COUNTY OF Lee

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this  $18^{++}$  day of  $(1640)_{W}$ , 21(year), by, Statey Cook who is personally known to me or who has produced as identification and who of did (Fidid not) take an oath.

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

Name (typed)

COUNTY: LEE COUNTY ommissioner Cecil L Pendergrass By: Lee County Board of County Commissioners Name (princ)<sup>2</sup>

(Signature of authorized officer)

Board of County Commissioners Title (1-8-2)

Date



OFFICE of the COUNTY ATTORNEY



S:\Human Services\Community Impact\State Mandated\SAMH\1. SalusCare SM\2021-2022\Contract Docs\Word & Excel\2 2021-2022 SalusCare State Mandated SAMH Treatment Services Contract.doc Page 16 of 16

# Lee County Department of Human and Veteran Services

# **CONTRACT EXHIBITS & ATTACHMENTS**

Applicable items are checked. If item is not checked it does not apply to this contract.

	EXHIBITS	(Dequired Deports/Degumentation)
	EANIDITO	(Required Reports/Documentation):
X	Exhibit 1	Payment Request
X	Exhibit 2	Demographics Report
X	Exhibit 3	Performance Outcomes Report
Ö	Exhibit 4	Unit Cost Analysis Report
þ	Exhibit 5	Annual Progress Report or Closeout Report
Ø	Exhibit 6	Certificates of Insurance
X	Exhibit 7	Statement of Work
þ	Exhibit 8	Equipment/Fixed Assets Inventory
þ	Exhibit 9	Annual Certification of Continued Operation (ESG)
<u></u>	Exhibit 10	Board of Directors Roster

# **ATTACHMENTS**

ATTACHMENT A Program Guidelines

End of Reporting Period E. Remaining Balance By signing below, I certify that to the best of my . monthored or reviewed and appear to be in ಾಣ್ಣಬಣೆಯಾತಿ, ತಾಂತೆ ಪ್ರಾರ್ಥಾಂಕರೆ County contract. Fort Myers, FL 33801 knowledge and abilities, the work and/or Mailing Address: 3763 Evans Avenue compliance with all applicable statutes, E-mail: motalia@SaurcareBotte services provided have been inspected, (Col. C.D) Phone: (239) 791-1586 Agency: SelusCare, Inc. FAX: (239) 275-9083 FOR LEE COUNTY USE ONLY **6**9 4 Reporting Period Expenditures for D. Total Paid APPROVED AMOUNT: "AUTHORIZED BY: DATE APPROVED. Contract Term: 10/1/ 2021-8/30/2022 1 Regular Reimbursement 60 Finsl Reimbursement C. Balance Forward and Expenditures for period: Check appropriate line: State Mandated SAMH of prior month Contract No. Through 4,425,451.00 \$ **PAYMENT REQUEST** 2,251,692.00 Line Item Contract 310,248.00 863,223.00 1,000,288.00 <sup>t</sup>uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further lattest that payment has been made in accordance with all applicable statutes, regulations and approved County B. Approved Amual i PROVIDER: By signing below, I contify that the work and/or services provided and reported in Edubl: 1 are for Budget Amount contract. I understand that knowingly providing false information could result in investigation and prosecution EXHIBIT 4 Reports are due by the twentieth calendar day after the end of the reporting period. Final due Oct. 9, 2022 1 40 . • • 63 €); \$ 1 Ŧ CHR.DREN MENTAL HEALTH & CHILDREN SUBSTANCE ABUSE-ICMH and CSAL ‡ } SERVICES FOR CARE - (FOR AMH, ASA, CMH and CSA) Mail to: Lee County Department of Human Services ATTN: Melissa Espinosa, Contract Specialist 2440 Thompson Street I 294 FL Myens, FL 33901 ADULT SUBSTANCE ABUSE- (ASA) ADULT MENTAL HEALTH - (ANH) E-Meil: MEspinosa@leagov.com ſ Authorized Officiel: Phone: 533-7924 FAX: 533-7960 Signature of Data approved: Total:

StHuman ServicesCommunity impactiState Mandated/SAMH11. SelusCare Sur2021-2022/Contract DocsVAord & Eccel/Exhibit 1 SelusCare SM 2021-2022

#### EXHIBIT 2 DEMOGRAPHICS REPORT

		Due: 10/31/2
AGENCY	Salus Cara	
PROGRAM;	State Mandated SAMH Treatment Services	10/01/2021-9/30/2022
	UNDUPLICATED CLIENT CHARACTERISTICS	
GE GROUP		
	Are 0 - 5	2+
۹	Are 6 - 12 Are 13 - 17	
	Ace 18 - 30	
	Are 31-50	
	Age 51-61	
	Are 62 and over	· · · · · · · · · · · · · · · · · · ·
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THNICITY		
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	Native Hawaiian/Other Pacific Islander	
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i	Asian & White	
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	Am. Indian/Alaskan Native & Black/African American	
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EGAL REOL	Aiva (33920)	
	Bonita Springs (34133, 34134, 34135, 34136)	
	Care Coral (33904,33909, 33910, 33914, 33915, 33990, 33991, 33993)	
	Bast Fort Myers (33905, 33994)	Wellfalten and a second s
	Fort Myers (33901, 33902, 33916, 33965)	
	Ft. Myers Beach/Estero (33928, 33931, 33932)	
	Lehigh Acres (33936, 33970, 33971, 33972, 33973, 33974, 33976)	
	North Fort Myers (33903, 33917, 33918)	
	Pine Island/Boce Grande (3392), 33922, 33945, 339561	
	Sanibel/Captive (33924, 33957)	
	South Ft. Myers (33906, 33907, 33908, 33911, 33912, 33913, 33919, 33966,	
	33967)	
	Out of county	
~ <u>~</u>	Location Not collected	
	Total	0
COME LEV	EL: See income limits link below	
	Extremely low (30% of Median)	
	Low (60% of Median)	
	Moderate (80% of Median)	
	Income Level Not collected	
	Not Low or Mod Income	
		U U
	Reference web site for current income levels:	
	tra fine a sum or relation to the second to the second second second second second second second second second	
	HUD Income Umits: https://www.hudexchanga.info/incomecalculator/	

#### **EXHIBIT 3 - PERFORMANCE OUTCOMES REPORT**

Provider Name: SalusCare Inc.

Program: Substance Abuse/Mental Health Treatment Services (State Mandated Contract)

The services provided under this contract are provided in conjunction with services identified and funded by the DCF Managing Entity, Central Florida Behavioral Health Network (CFBHN). This funding incorporates numerous performance measures, which are reported to CFBHN on a regular basis.

Au annual performance measures report is due October 31, 2022 for the State Contract time period of 07/01/2021 - 06/30/2022 based on measures identified by DCF/CFBHN.

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# EXHIBIT 6 CERTIFICATES OF INSURANCE

# Insert Certificates of Insurance naming Lee County Board of County Commissioners

as

# **Certificate Holder**

Name and address for Certificate Holder should be: Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902.

as required in Article VIII of the Contract, for the following policies:

- ☑- Worker's Compensation
- Ø- General Liability
- Ø Business Auto Liability
- ☑- Directors & Officers Liability
- Ø- Fidelity Bonding

The <u>General Liability</u> Policy Certificate must name

# "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"

as

# "Additional Insured"

S:Human Services\Community Impact\State Mandated\SAMH\1. SalusCare SM2021-2022\Contract Docs\PDF\7 Exhibit 6 Certificate Insurance.doc
ACORD

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (NIV/DD/YYYY)

ſ

					6/25/2021
THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVEL BELOW, THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND T	Y OR NEGATIVELY AMEND NCE DOES NOT CONSTITU	. EXTEND OR AL	TER THE CO	WEDARS ACCORNED	BY THE BAHAIR
IMPORTANT: If the certificate holder is an H SUBROGATION IS WAIVED, subject to the	ADDITIONAL INSURED, the terms and conditions of t	he policy, certain (	oolicies mav	NAL INSURED provisi require an endorsame	ons or be endorsed ant. A statement o
this certificate does not confer rights to the PRODUCER	certificate ficider in heu of a	UCH ENGORBOMENT	8).	**************************************	
BKS Partners		CONTACT NAME: Yenitza C	Suzman		
5216 Summerlin Commons Blvd		PHONE AC. Ho. ENU: 239-9	31-3024		»: 239-931-5604
Suite 200 Fort Myers FL 33907-2139		ADDRESS: Yerniza.	guzmark@pice	· · · · · · · · · · · · · · · · · · ·	······
				RDING COVERAGE	NAICH
MSURED	SALUSCA-01	INSURER A : Scotlad	······		16580
SalusCare, Inc.		INSURER B : Markel INSURER C : Travele		·····	10829
3763 Evans Avenue Fort Myers FL 33901		NOURER D : LIDONY		The second	19048
i orthyddi i coobl		INSURER E : Bridgefi			28089
		INSURER F :	elo casbally i	1180/6/63	10335
COVERAGES CERTIFIC	ATE NUMBER: 56306989			<b>REVISION NUMBER:</b>	4 
THIS IS TO CERTIFY THAT THE POLICIES OF IN	SURANCE LISTED BELOW HAV	E BEEN ISSUED TO	THE INSUR	D NAMED AROUTE FOR	THE POLICY PERIOR
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		-		PERSONAL & ADV INJURY	\$ 1,000,000
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AND EMPLOYERS'LIABILITY Y/N	0140-45810	(T)/2V21	7/1/2022	STATUTE ER	
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Lee County Board of County Comr Attn: Laurel Chick, Risk Managem P.O. Box 398 Fort Myers FL 33902	nissioners ent		DATE THER I THE POLICY	<u></u>	NCELLED BEFORE Z DELIVERED IN
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## Name of Agency: SalusCare, Inc. - 10/1/2021

For all programs, Lee County purchases full units that are in addition to the number of units funded by Central Florida Behavioral Health Network (CFBHN), the managing entity for substance abuse and mental health funding for the Florida Department of Children and Families.

## Program: AMH – Forensic Services

- 1) SalusCare Projected Cost to provide a unit of service = \$75.91
- 2) Lee County Unit Rate = \$75
- 3) CFBHN Contract Rate = \$75
- 4) Hours, days, location of operation: Monday through Friday, 8am to 5pm, with flexible hours to accommodate families' schedules.
- 5) <u>Activities/services provided:</u> A community-based program offering comprehensive care to adults and families including linking and coordination of necessary resources within the community; assisting to expedite issues within the criminal justice system; acting as liaison between the criminal justice system; acting as liaison between the criminal justice system; acting as liaison between the criminal justice and mental health systems; legal competency training; case management; forensic services for felonies and misdemeanors; basic living skill training and education.
- 6) <u>Target population</u>: Adults who have a diagnosis of a mental health or mental health and co-occurring substance abuse disorder who are involved in the criminal justice system.
- 7) Fees charged: There is no fee associated with services provided through this program.

## Program: AMH - Adult Crisis Stabilization Unit

- 1) SalusCare Projected Cost to provide a unit of service = \$504.45
- 2) Lee County Unit Rate = \$452
- 3) CFBHN Contract Rate = \$452
- 4) Hours. days. location of operation: 24 Hours per day, 7 days per week, 365 days per year at the Colonial Campus
- 5) <u>Activities/services provided</u>: Short-term, in-patient crisis stabilization and support in a secure 30 bed unit. Services include the dispensation of psychotropic medications, assessments, psychiatric evaluations, psychosocial assistance in the form of discharge planning and appropriate internal/external referrals and daily groups covering topics of daily living such as medication compliance.
- Target population: Adults 18 and over who are either at risk of harming themselves or others due to a mental health crisis; both voluntary and in-voluntary admissions.
- 7) Fees charged if applicable: A sliding fee scale is used for those without insurance or other funding. Based on individuals' eligibility, charges range anywhere from \$0.00 to \$900.00 per day. (All inclusive-per diem rate)

## Program: CMH - Children's Crisis Stabilization Unit

- 1) SalusCare Projected Cost to provide a unit of service = \$481.44
- 2) Lee County Unit Rate = \$452
- 3) CFBHN Contract Rate = \$452
- 4) Hours, days, location of operation; 24 Hours per day, 7 days a week, 365 days a year at the Colonial Campus.
- 5) <u>Activities/services provided</u>: Short-term stabilization for youth in mental health crisis; receives both voluntary and involuntary admissions for mental health. Services include: dispensation of psychotropic medications, assessments, psychiatric evaluations, psychosocial assistance in the form of discharge planning and appropriate internal/external referrals, individual, family and daily groups covering topics of daily living, medical compliance, substance, and psychosocial issues. The 16 bed secure unit is the only Baker Act Receiving facility for children in Lee County.
- 6) <u>Target population</u>: Ages 4—17 with mental health disorders or co-occurring disorders in need of immediate treatment/intervention, presenting a threat/danger to themselves or others.
- 7) Fees charged if applicable: Fees for individuals without a funding source is determined by a sliding fee scale. Based on individuals' eligibility, charges range anywhere from \$0.00 to \$900.00 per day. (All inclusive-per diem)

## Program: CMH - Therapeutic Behavioral Onsite Services

- 1) SalusCare Projected Cost to provide a unit of service = \$124.79
- 2) Lee County Unit Rate = \$78.77

- 3) CFBHN Contract Rate = \$78.77
- 4) <u>Hours, days, location of operation</u>: Monday through Friday, 8 am-5 pm. All TBOS Services are provided in the community (patient's home, school, other location as agreed upon with the family) with evening hours available to accommodate patient and families' schedules.
- 5) Activities/services provided:
  - Therapy services for children with complex needs and their families in an effort to prevent more intensive, and restrictive behavioral health placement.
  - Referral to community treatment providers (both at SalusCare and in the community)
  - Helps the child and family to develop the skills necessary to assist the family in managing the child's complex needs.
- 6) Target population: Children 2-20 (possibly 21)
- 7) Fees charged if applicable: No cost to the patient for the assessment and referral service. Sliding Fee Scale may apply for individuals who are self-pay.

## Program: ASA - Residential Detox

- 1) SalusCare Projected Cost to provide a unit of service = \$383.64
- 2) Lee County Unit Rate = \$357
- 3) CFBHN Contract rate = \$357
- 4) Hours, days, location of operation Program operates 24 hours a day, 7 days a week at the Evans Campus. Appointment based services
- 5) <u>Activities/services provided</u>: SalusCare Detox is a medical detoxification facility for substance use disorders under the supervision of a medical doctor and 24 hour nursing care. Besides offering case management, discharge planning and referral services to our patients, our program also provides integrated supportive counseling to individuals with co-occurring disorders through use of modalities including both Motivational Interviewing with our Psychiatric APRN for co-occurring and MAT integration and Cognitive Behavioral therapy techniques. The goal of the services that we provide to the patients is to increase the number of patients linked with treatment postdetox, increasing their chances of sobriety and recovery upon their discharge.
- 6) <u>Target population</u>: Patients must be: 18 years old and older, present with withdrawal symptoms of Oplates, Benzodiazepine and/or Alcohol, and must be willing and able (self-sufficient) to be in the program and commit to protocol.
- 7) Fees charged if applicable: Based on a sliding fee scale.

# Program: Services for Care – Assessments- Outpatient Intake (previously called Access and Counseling)

- 1) SalusCare Projected Cost to provide a unit of service = \$92.16
- 2) Lee County Unit Rate = \$88.49
- 3) CFBHN Contract Rate = N/A (Not funded in the current contract)
- 4) <u>Hours. days. location of operation</u>: Monday through Friday, 8 am-5 pm. Walk-in or phone triage to determine urgency of need for an appointment (routine, urgent, or emergent).
- 5) Activities/services provided:
  - Face-to-face or tele-health inteke assessments for routine, urgent and emergent behavioral health and substance use assessments, including school board assessments
  - b. Evaluation and referral to other SalusCare programs
  - c. Referral to community treatment providers
  - d. Integrated treatment recommendations for individuals with co-occurring disorders
  - e. Coordinated electronic system with Emergency Services for after-hours and emergency needs
- 6) <u>Target population</u>: Patients and families seeking appropriate services required in treating behavioral health illness (Mental health or Substance use disorder).
- 7) Fees charged if applicable: No cost to the patient for the intake assessment and referral service.

## Program: Services for Care - Assessments- MAT- Nurse Screening and Assessment

- 1) SalusCare Projected Cost to provide a unit of service = \$92.16
- 2) Lee County Unit Rate = \$88.49

- 3) CFBHN Contract Rate = N/A (Not funded in the current contract)
- 4) Hours, days, location of operation: MAT nursing assessments are available Monday-Friday, 8am-5pm.
- 5) <u>Activities/services provided</u>: Nurse completes an extensive medical assessment which details patient's medical history to clearly and safely determine if MAT is appropriate for patient. This assessment assists in determining which medication the patient will benefit from. During the assessment, the nurse thoroughly educates the patient on the process and expectations of the program and scope of services including therapy and case management, explanation of induction phase, fees for service, how long the patient will need to be abatinent from substances including alcohol prior to receiving medication, explanation and warning of the dangers of mixing MAT medications with benzodiazepines, explanation that random pill counts and urine drug screens will be conducted at random, and explanation on reasons for termination from the program.

There are two types, both are critical to patient safety:

- a. <u>Screening 1</u>: Completed by nurse, either in person or by phone, depending upon how patient is referred and enters the program): This ensures the patient is prepared to begin medication assisted treatment, understands the difference between Suboxone and Vivitrol and the risks and consequences of MAT. Patient's medical history is assessed to rule out individuals who are not candidates for MAT due to factors such as pregnancy, hepatilis, etc. A list of current medications is obtained, as well as a history of withdrawal symptoms.
- b. <u>Screening 2</u>: Completed in person, by the nurse. The nurse prepares the patient for induction and obtains more detailed history, including assessment of neurological, genitourinary, cardiovascular/pulmonary, and gastrointestinal systems and function, as well as childhood disease history and assessment of risk of falls. A psychiatric review of function is also part of this assessment. The outcome of this assessment confirms whether the patient can be admitted. If so, the nurse prepares the patient for induction.
- 6) Target population: Adults seeking Medication Assisted Treatment for opioid or alcohol dependence
- 7) Fees charged if applicable: No cost to the patient for the screening and assessment.

## Program: Services for Care - Assessments- TLC Assessments

- 1) SalusCare Projected Cost to provide a unit of service = \$92.18
- 2) Lee County Unit Rate = \$88.49
- 3) CFBHN Contract Rate = N/A (Not funded in the current contract)
- 4) <u>Hours, days, location of operation</u>: Services are provided by appointment only. Intake clinician or designee provides assessments at remote locations per request.
- 5) Activities/services provided:
  - a. Screenings for routine, urgent and emergent behavioral health substance abuse assessments
  - b. Evaluation and referral to other SalusCare programs
  - c. Referral to community treatment providers
  - d. Integrated treatment recommendations for individuals with co-occurring disorders
  - e. Coordinated electronic system with Emergency Services for after-hours and emergency needs
  - f. Transition from hospital, jail or acute care setting.
- Target population: Patients seeking appropriate services required in treating substance use or co-occurring disorder.
- 7) Fees charged if applicable: No cost to the patient for the intake screening and referral service.

## Program: Services for Care - Case Management/Care Coordination

- SalusCare Projected Cost to provide a unit of service = \$76.38
- 2) Lee County Unit Rate = \$75
- 3) CFBHN Contract Rate = \$75
- 4) Hours, days, location of operation:

Adult Substance Abuse Case ManagementMonday through Friday, 8 am to 5 pm, with flexible hours to accommodate patient schedules.OP Therapy and Medication Assisted Treatment—Ortiz AvenueMonday – Thursday 8 am to 7 pm Friday 8 am to 5 pmEvans AvenueMonday – Thursday 8 am to 6:00 pm Friday 8 am to 5 pmCape CoralMonday, Wednesday and Thursday 7 am to 5:30 pm Tuesday 7 am to 7:00 pmChildren's Case Management

Monday through Friday, 8 am to 5 pm, with flexible hours to accommodate patient schedules. <u>HNHU (High Needs High Utilizer) Adult Case Management</u> Monday through Friday, 8 am to 5 pm, with flexible hours to accommodate patient schedules. <u>Outpatient Psychiatry Care Coordination</u> Monday through Friday, 8 am to 5 pm. Services are office based.

## 5) Activities/services provided:

- <u>Adult Substance Abuse Case Management:</u> Community-based program offering comprehensive care to
  adults including linking and coordination of necessary resources within the community. Advocacy and
  collaborative services are provided. This may include collateral contacts/coordination of care with external
  professionals or internally within the agency. Referral services to needed medical care, substance abuse
  resources such as AA/NA/CA meetings and recovery groups. Basic living skill training and education are
  also provided.
- <u>Outpatient Therapy and MAT Case Management Services</u>: Outpatient programs provide substance abuse and mental health treatment for adults and children. This includes coordination and linkage to care with other service providers. Basic living skill training and education is also provided. This may include collateral contacts/coordination of care with external professionals or internally within the agency. Outpatient Therapy has a full-time Care Coordinator providing these services in addition to clinical staff. MAT services for adults only.
- <u>Children's Case Management</u>: A community-based program offering comprehensive care to children including linking and coordination of necessary resources within the community. Advocacy and collaborative services are provided. This may include collateral contacts/coordination of care with external professionals or internally within the agency.
- <u>HNHU (High Needs High Utilizers) Adult Case Management</u>: Provide substance abuse, mental health treatment and nursing services for adults. This includes coordination and linkege to care with other service providers. Basic living skill training and education is also provided. This may include collateral contacts/coordination of care with external professionals or internally within the agency.
- <u>Outpatient Psychiatry Care Coordination</u>: Coordination and linkage to care with other service providers, coordination and review of needed forms for providers, collateral contacts/coordination of care with external professionals or internally within the agency.
- 6) Target Populations:
  - <u>Adult Substance Abuse Case Management</u>: Adults who have a diagnosis of a substance use disorder. This
    may include self-referred, internal referral sources, and referrals from other community behavioral health
    agencies.
  - Outpatient Therapy and MAT Case Management Services: Lee County residents (adults and children) with substance abuse, mental health or co-occurring diagnosis needing outpatient level of care. This may include self-referred, DCF referrals, and court referrals. Outpatient programs provide integrated treatment to individuals through the use of many modalities including Motivational Interviewing, Solution focused, REBT (Rational Emotive Behavioral Therapy) and Cognitive Behavioral therapy techniques. MAT services for adults only.
  - <u>Children's Case Management</u>: Children who have a diagnosis of a mental health and/or co-occurring substance abuse disorder. This may include self-referred, internal referral sources and referrals from other community behavioral health agencies
  - HNHU (High Needs High Utilizers) Adult Case Management: A community-based program offering comprehensive care to adults who are considered high needs and high utilizers of services.
  - Outpatient Psychlatry Care Coordination: Adults and children with mental health, substance abuse, or cooccurring diagnosis needing assistance with coordination of care that are receiving services in Outpatient Psychlatry.

## 7) Fees charged:

- <u>Adult Substance Abuse Case Management:</u> There are no fees associated with the services provided through this program.
- Outpatient Therapy and MAT Case Management Services: Patients are not charged fees for case
  management or coordination of care. Other therapy fees vary based dependent upon service, as well as
  patient's financial information and insurance.

- <u>Children's Case Management</u>: There are no fees associated with the services provided through this
  program. Other therapy fees vary based dependent upon service, as well as patient's financial
  information and insurance.
- <u>HNHU Adult Case Management</u>: Patients are not charged fees for case management or coordination of care. Other therapy fees vary based dependent upon service, as well as patient's financial information and insurance.
- Outpatient Psychiatry Care Coordination: Patients are not charged fees for case management or coordination of care. Other therapy fees vary based dependent upon service, as well as patient's financial information and insurance.

## Program: Services for Care - Crisis Support/Emergency

- 1) SalusCare Projected Cost to provide a unit of service = \$50.58
- 2) Lee County Unit Rate = \$46.65
- 3) CFBHN Contract Rate = \$46.65
- 4) Hours, days, location of operation: 24 hours per day, 7 days per week, 365 days per year at the Colonial Campus.
- 5) Activities/services provided: Provides centralized assessments for all Acute Care programs and Immediate stabilization of acute symptoms of mental illness and substance abuse; triage/assessment and linkage to the necessary services and providers (goal is for complete assessment and referral to appropriate level of care be completed within 4 hours of arrival); including screening for appropriateness and readiness for treatment; psychosocial assessment; substance abuse screening; consultation; information; education and training; referrals to appropriate services based on identified needs; 24-hour telephone information and referral service. Referrals for emergency screening can be made within the Agency, by the individual seeking services, by family and collaterals of the individual in need of emergency services, and from another agency and can be on an involuntary or voluntary status.
- <u>Target population</u>: ages 4 and older with complaints or symptoms related to mental health or a substance abuse disorder. Individuals may present on a voluntary or involuntary basis.
- 7) Fees charged: fee-for-services basis based on a sliding scale in accordance with state and federal guidelines.

## Program: Services for Care - Psychlatric and MAT (Medical Services)

- 1) SalusCare Projected Cost to provide a unit of service = \$448.98
- 2) Lee County Unit Rate = \$413.07
- 3) CFBHN Contract Rate = \$413.07
- 4) Hours, days, location of operation:

### Outpatient Psychlatry

Ortiz AvenueMonday -- Friday 8 am to 5 pmEvans AvenueMonday -- Friday 8 am to 5:00 pmCape CoralMonday -- Friday 7 am to 5:30 pm and Friday 8am to 5pmMATMonday-Friday, 8am-5pm

5) Activities/services provided:

<u>Outpatient Psychiatry</u>: Psychiatric evaluation done by an M.D./D.O., board certified or board eligible psychiatrist or Advanced Registered Practice Nurse, Physician Assistant or Behavioral Pediatrician. Medication management, patient education, Clozarii clinic, urine drug screening, pregnancy testing, medication injections, insurance over rides done for medication for which insurance companies do not automatically authorize payment, phone consultation for symptom concerns, vitals, treatment planning, and other duties performed by the nurse.

<u>MAT</u>: Psychlatric and/or Addiction Medicine evaluation done by an M.D. / D.O., board certified or board eligible psychlatrist or Advanced Registered Nurse Practitioner, or Physician Assistant. Medication management and patient education. Tele-psychiatry is also provided as identified. Urine drug screening, pregnancy testing, medication injections, phone consultation for symptom concerns, vitals, treatment planning, care coordination and peer recovery services as well as other duties performed by the nurse.

- 6) Target Population:
  - <u>Outpatient Psychiatry:</u> Persons with mild, moderate or severe and/or persistent mental illness
  - MAT: Adults who have an opioid or alcohol use disorder.

## 7) Fees charged

**Outpatient Psychiatry** 

Medicald eligible patients - \$2 co-pay per visit, depending on the type of Medicaid. Medicare eligible patients -\$23.08 co-pay per visit after having met their deductible. Insurance. A sliding scale fee is charged for patients without insurance.

MAT

Sliding scale fee is charged for patients without insurance. If patients do have insurance, they are responsible for their co-payments/deductible. Patients are able to meet with financial counselors if needed to make payment arrangements.

## Program: Services for Care - Outpatient Therapy

- SalusCare Projected Cost to provide a unit of service = \$101.66 1)
- 2) Lee County Unit Rate = \$84.87
- CFBHN Contract Rate = \$84.87 3)
- 4) Hours, days, location of operation:
  - Outpatient therapy:
    - Ortiz: Monday Thursday 8 am to 7pm and Friday 8 am to 5 pm
    - Evans: Monday and Wednesday 8 am to 6pm, Tuesday 8 am to 7 pm and Thursday and Friday 8 am to 5 pm
    - Cape Coral: Monday/Wed/Thursday 7 am 5:00 pm; Tuesday 7 am 7:00 pm; Friday 8am to 5pm

#### 5) Activities/services provided;

Outpatient therapy: Integrated treatment to adults and children with mental health, substance use and cooccurring disorders. These services include screening, assessment, group, individual, family therapy and other services related to therapy such as coordination of care. Many evidenced based modelities are used including Motivational Interviewing/Stages of Change, Rational Emotive Behavioral Therapy (REBT) and Cognitive Behavioral Therapy (CBT) techniques.

## 6) Target Population:

Outpatient therapy: Persons (adults and children) with mental health, substance use or co-occurring diagnoses. Patients can be referred in a variety of ways such as self-referral, school district referral, DCF, court referral, and other referral sources.

7) Fees charged:

Outpatient Therapy: Individual Counseling = \$71.40 / Treatment plans = \$32.60/ Substance Abuse Group = \$27.00

## Program: Services for Care - Recovery Support

- SalusCare Projected Cost to provide a unit of service = \$52
- 2) 3) Lee County Unit Rate = \$42.54
- CFBHN Contract Rate = \$42.54
- **4**) Hours, days, location of operation: Monday through Friday, 8am to 5pm, with flexible hours to accommodate families' schedules. This position is based out of the Ortiz Campus.
- Activities/services provided: Collaborate closely with the Crisis Stabilization Unit to engage individuals being 5) discharged in an effort to increase show rates for discharge appointments. The Peer Specialist will offer peer driven support to the individual, needed transportation to appointments, and coordination and education regarding outpatient psychlatry services to ensure better quality of care and follow up.
- 6) Target Population: Adults with mental health or co-occurring diagnoses being discharged from the CSU with a discharge medication management appointment with outpatient psychiatry.
- 7) Fees charged: No cost to the patient.

Updated Sept 2021

# SalusCare, Inc. BOARD OF DIRECTORS LISTING

Updated January 14, 2021

NAME/TITLE	ADDRESS	CONTACT Numbers (239)	
Marshall Bower, CHAIRMAN	15031 Punta Rassa Road	337-0433 (o)	
MarshallTB@leeschools.net	#1203	466-1376 (h)	
Join Date 07/2013 Residence: Lee County	Fort Myers, FL 33908		
Chairman, Lee County Schools Foundation			
Larry Hart, VICE CHAIRMAN	1469 Moreno Avenue	770-7127 (c)	
larryhart52@gmall.com	Fort Myers, FL 33901		
Join Date 07/2013 Residence: Lee County			
Retired Police Chief & Retired Lee County Tax			
Collector			
Madelyn L. Isaacs, Ph.D., SECRETARY	9083 Whitfield Drive	826-6442 (c)	
maddyisaacs@yahoo.com	Estero, FL 33928	947-0427 (h)	
Join Date 07/2013 Residence: Lee County			
Professor Emeritus			
Florida Gulf Coast University			
Ed Kleinow, TREASURER	14821 Shrike Way	395-2009 (h)	
Maryanded2015@gmail.com	Fort Myers, FL 33908	246-8951 (c)	
Join Date 07/2013 Residence: Lee County			
Retired			
Peter Dennis	Po Drawer 2199	464-0758	
peter@peterdennislaw.com	Fort Myers, Florida 33902		
Join Date: 1/2021 Residence: Lee County			
Attorney at Law			
Mike Ellis	4081 Gait Island Avenue	239-225-5436 (c)	
sumlke123@gmail.com	St. James City, Florida 33956		
Join Date: 11/2019 Residence: Lee County			
Retired Behavioral Healthcare Professional			
Terl Hansen	18100 Hansen Hoke Farm Lane	239-267-2638	
Teri@prioritymarketing.com	North Fort Myers, FL 33917		
Join Date: 10/2018 Residence: Lee County			
Founder, Priority Marketing			
Judith Hartner, MD, MPH, MPA	1141 Waterford Village Drive	561-3058 (h)	
jahartner@comcast.net	Fort Myers, Florida 33913	210-8969 (c)	
Join Date: 07/2013 Residence: Lee County			
Retired			

Scot Goldberg	1818 Piccadilly Circle	461-5508 (o)
Scotgoldberg@goldberg-law.com Join Date 07/2013 Residence: Lee County Attorney at Law	Cape Coral, FL 33991	340-9190 (c)
James Rellly Jimrfia@gmall.com Join Date 07/2013 Residence: Lee County Retired	1380 Driftwood Drive North Fort Myers, FL 33903	997-5175 (h) 470-3162 (c)
Bill Weaver bweaverill@comcast.net Join Date: 8/2017 Residence: Lee County Lee County Sheriff's Department	14180 River Road Fort Myers, Florida 33905	768-1051 (h) 940-0759 (c)
Stacey Cook, President & CEO scook@saluscareflorida.org	2789 Ortiz Avenue Fort Myers, Florida 33905	791-1546 (o) 218-5003 (c)

Coversheet



### **AGENDA ITEM REPORT**

## DATE: October 5, 2021

## **DEPARTMENT:** Human and Veteran Services

REQUESTER: Roger Mercado

TITLE: Approve Contracts for Mental and Behavioral Health Services & Children's Medical Exams

### I. MOTION REQUESTED

A). Approve sub-recipient contracts with SalusCare, Inc. and Children's Advocacy Center of SW Florida, Inc. for a total of up to \$4,675,451.

B) Authorizes Human and Veteran Services to negotiate outcomes, total contract amount, unit rates and/or number of units purchased and other contract-specific details.

C) Authorizes Board Chair to execute contracts signed by the agencies, as well as future amendments that do not substantially alter the original intent of the contract including extension of contract terms.

## II. ITEM SUMMARY

Approval of state mandated contracts with SalusCare, Inc. and Children's Advocacy Center of SW Florida will provide county funding up to \$4,675,451 to purchase substance abuse and mental health treatment services and initial medical exams and consultations for children under the suspicion of abuse. Contracts are effective October 1, 2021 through September 30, 2022.

## III. BACKGROUND AND IMPLICATIONS OF ACTION

## A) Board Action and Other History

Florida Statute Chapter 394 and Chapter 65E-14.005 of Florida Administrative Code pertain to local match requirements of County in providing mental health/substance abuse treatment services.

Florida Statute 39.304 pertains to requirement of County to bear the costs of the initial forensic physical examination of an allegedly abused, abandoned, or neglected child.

## B) Policy Issues

During the FY 2021-2022 budget process, the BoCC allocated funds for mental health and substance abuse treatment programs for children and adults and initial medical exams and consultations for children under the suspicion of abuse.

### C) BoCC Goals

Funding supports the Behavioral Health System through the purchase of valuable services to support funding for core mental health and substance abuse services as well as ancillary support and diversion programs.

D) <u>Analysis</u>

SalusCare, Inc. will receive an amount not to exceed \$4,425,451 for the period of October 1, 2021 through September 30, 2022. Funds are needed to satisfy required match for state funding and sustain the current level of service for the purchase of core mental health and substance abuse treatment services for adults and children.

Children's Advocacy Center of SW Florida, Inc. will receive an amount not to exceed \$250,000 for the period of October 1, 2021 through September 30, 2022 to pay for approximately 833 medical examinations and consultations at the rate of \$300 per exam/consultation. All exams billed to Lee County are initial forensic medical exams for cases of children under the suspicion of abuse and/or neglect (minors), the cost of which cannot be billed to the parent/guardian or other funding sources and must be covered by the County per FS 39.304, 960.28 and 960.28(1). Because the County is statutorily required to pay for exams, it may be necessary to increase the contract amount if additional exams are required during the fiscal year.

Funds were approved for 2021-2022 at final budget hearing on September 21, 2021.

E) Options

Approve FY 2021 – 2022 Contracts.

### FINANCIAL INFORMATION

IV.

A)	Current year dollar amount of item:	\$4,675,451			
B)	Is this item approved in the current budget?	Yes			
C)	Is this a revenue or expense item?	Expense			
L	Is this Discretionary or Mandatory?	Mandatory Required by F.S 394.76:39.304 and 65E-14.005 Laws of Florida			
E)	Will this item impact future budgets?	No			

https://leecounty.novusagenda.com/agendapublic/CoverSheet.aspx?ItemID=4267&MeetingID=305

Coversheet

L	If yes, please include reasons in III(D) above.
	Fund: General Fund Program: State Mandated Project: Substance Abuse/Mental Health Treatment; Children Protection Team Account Strings: FC5610100100
_G)	Fund Type? General Fund
H)	Comments:

#### ۷. RECOMMENDATION

Approve

#### VI. TIMING/IMPLEMENTATION

Contracts will be executed for time period October 1, 2021 through September 30, 2022.

#### VII. FOLLOW UP

- Original contracts will be routed for execution upon BoCC approval.
- SalusCare Substance Abuse Mental Health Treatment Services
   Children's Advocacy Center Child Protection Team Exams

Human and Veteran Services staff will administer contracts throughout the program year.

## ATTACHMENTS:

Description <u>Contract - State Mandated Childro</u> <u>Contract - State Mandated Behav</u> <b>REVIEWERS:</b>		Upload Da 9/15/2021 9/16/2021	te Type Contract Contract
Department	Reviewer	Action	Date
Human and Veteran Services	Isley, Rae	Approved	9/23/2021 - 9:41 AM
Human and Veteran Services	Mercado, Roger	Approved	9/27/2021 - 3:18 PM
Budget Services	Henkel, Anne	Approved	9/27/2021 - 3:27 PM
Budget Services	Winton, Peter	Approved	9/27/2021 - 4:25 PM
County Attorney	Fraser, Andrea R.	Approved	9/27/2021 - 4:48 PM
County Manager	Mora, Marc	Approved	9/28/2021 - 9:45 AM

	PURCHA	SE	ORD	<b>PER</b>	Page 1	No.:	I
LEE COUNTY BOARD OF COUNTY COMMISSION DIVISION OF PURCHASING PO BOX 398 FORT MYERS, FL 33902 - 0398 (239) 533-8881 TELEPHONE (239) 485-8383 FAX	IERS BILL TO:	PO DRA	WER 2238 IYERS, FL	ANCE DEPARTMEN 33902-2238	T		
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTIO	N EMPLOYER	FLORID	A SALES 1	XX EXEMPTION N	O. 85-8012622170C-4		
Acceptance of this Purchase Order constitutes : https://www.łeegov.com/	acceptance by the vendor o procurement/Documents/P				nditions as provided at:		
VENDOR: 413787 SALUSCARE INC 3763 EVANS AVENUE FORT MYERS, FL 33901			SHIP TO	): LEE COUNTY HU 2440 THOMPSON FORT MYERS, FI		CRVICES	
BUSINESS PHONE: 239 275 3222 FAX NUMBER: 239 332 0287		REQUIS	SITIONER: BUYER:	SCHNABELD SCHNABELD	P.O. NO.:	92	33
ORDER DATE: 11/2/2021 FREIGHT TEI DELIVERY DATE: 11/2/2021 CONFIRM TO INSTRUCTIONS:	RMS: FOB - OUR LOCAI ):	ΠΟΝ		QUOTE/CONT BRAN	RACT NO.: CH/PLANT : HSEROS		
STATE MANDATED - GENERAL FUND AGENDA ITEM #12 BOCC MEETING: 10/05/2021 WHO: HUMAN & VETERAN SERVICES, CONTACT CAR VENDOR: SALUSCARE, INC., CONTACT STACEY COOD WHAT: TO PROVIDE MENTAL HEALTH AND SUBSTAN WHERE: LEE COUNTY FLORIDA WHEN: OCTOBER 1, 2021 - SEPTEMBER 30, 2022	K, PH# 239-218-4474		D CHILDREN	N IN LEE COUNTY.			
WHY: N/A							
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				Total Order:	4,425,451.00		

# PURCHASING AUTHORIZATION: MARY G. TUCKER

CONTRACT TYPE: SUBRE	CIPIENT CONTRACT			
SUBJECT: Project known as:	STATE MANDATED CONTRACT SUBSTANCE ABUSE & MENTAL HEALTH SERVICE TREATMENTS			
between Lee County and	SALUSCARE, INC.			
Reference: Agenda Item Report; Board ac	tion to approve attached contract on:			
AGENDA ITEM #12	DATE: 10/5/21			
The subject contract is forwarded herewith fo	review and/or endorsements:			
(1) By the Director of Human & Veteran Se Project Sponsoring De X Recommending Execution Not recommending execution for the reason(s)	partment			
Date Received	Date returned/forwarded 11/3/2021			
Signed				
(2) By Risk Management Recommending Execution Not recommending execution for the reason(s)	e following			
Date Received	Date returned/forwarded Nov 4, 2021			
(3) By the County Attorney Recommending Execution Not recommending execution for the reason(s)	a following			
Date Received <u>11-4-3031</u> Signed <u>Armer</u>	Date returned/forwarded			
<ul> <li>(4) Chairman, Board of County (</li> <li>(5) Clerks Office, Minutes Depart</li> </ul>	LEF CO. HI			
<ul> <li>(6) Laurel Chick, County Admin</li> <li>(7) Diana Schnabel, Human &amp; Van 11-12-</li> </ul>	HILC-NON LOUG HE C UL 8- AON 1707			



# Lee County Homeless Coalition

To advocate, educate, and promote awareness of issues and obstacles facing homeless individuals in Lee County through community collaboration, planning, and implementing solutions.

## **Board of Directors**

October 28, 2022

Chair: Johnny Limbaugh Director Wright Construction

Vice Chair:

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Lois Welsh Business Owner Arthur Printing

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Robert Parimore President Fine Mark National Bank & Trust

William Rodriguez Advocate Attorney

Hon. Kathy Smith Public Defender 20th Judicial Circuit To Whom it may concern:

The Lived Experience Committee of the CoC was formed in 2022 to provide informed input into the design and operations of Lee County's Continuum of Care. The Committee is comprised of individuals who have lived experience of homelessness that guides the decision-making process of the CoC. The committee meets on a quarterly basis and as needed to review CoC activities and make recommendations to the CoC Governing Board.

This Letter is to confirm that on September 12, 2022, the Lived Experience Committee met via web-based call to review, provide input, and approve Lee County CoC's Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs. At the conclusion of that meeting, the group approved the plan by unanimous vote.

Thank you for your consideration of Lee County CoC's Supplemental Application.

Sincerely,

Therese Everly Executive Director Lee County Homeless Coalition

# Lee County CoC Plan for Serving Individuals and Families Experiencing Homelessness with Severe Service Needs

## Introduction

On the morning of September 28, 2022, Hurricane Ian made its initial US landfall as a category 4 hurricane on the island Cayo Costa with sustained winds of 150 miles per hour. The storm destroyed hundreds of homes, displaced thousands of people, and homelessness in Lee County fundamentally changed. This plan, along with Lee County's application and the supporting project ranking process were largely completed before the storm had gained strength in the Gulf of Mexico. The data that informed decision makers in this community highlighted a need for permanent supportive housing for families and rapid rehousing for youth experiencing unsheltered homelessness. Hurricane Ian has only exacerbated these needs. While FEMA funds have been made available to rehouse many of those who lost their housing during the storm, people who were already unhoused have faced new challenges and scarce resources. Several service providers that have supported those in Lee County that have severe service needs have had their operations crippled, and those that remain face a new reality. Lee County is seeking funding under this NOFO to fill a part of the gap left in Ian's wake and provide opportunities for those with the greatest needs.

## Leveraging Housing Resources

Lee County CoC has spent years cultivating and nurturing partnerships with both of the Public Housing Authorities in the geographic area. In virtual meetings held immediately after HUD's publishing of the Supplemental NOFO, the Lee County Housing Authority (LCHA) and the Housing Authority of the City of Fort Myers (HACFM) both committed to the plan to serve at least 50% of the units or program participants served by whatever programs were selected by the CoC, without reservation or precondition. Lee County has previously partnered with HACFM to distribute Emergency Housing Vouchers (EHVs) though a process that prioritized individuals and families with Severe Service Needs.

Lee County CoC and HACFM drew on the experience and expertise of a diverse group of community partners, including rapid rehousing case managers, street outreach workers, shelter providers, governing board members and PHA staff to identify clients being served through Coordinated Entry who were most likely to return to homelessness without the support of Emergency Housing Vouchers. The CoC and HACFM have met virtually every other week to check the status of clients applying for EHVs, troubleshoot difficult cases, and address any gaps in service or delays. To date, the CoC and PHA have collaborated to successfully house \_\_\_\_\_\_ individuals and \_\_\_\_\_ families with EHVs and have committed to meet biweekly until every voucher is utilized. Based on the success of these efforts, both PHAs have committed to collaborate on a similar plan for any Stability Vouchers that become available.

Attached with Lee County's application are Memoranda of Understanding and letters of commitment from both PHAs in Lee County CoC's geographical area. Both have committed in writing to fund at least 50% of the units or program participants served by the CoC's supplemental programs. Funding of projects under HUD's

supplemental NOFO will strengthen Lee County CoC's collaboration with the PHAs and further long-term plans to stably house individuals with severe service needs.

If Lee County CoC's Supplemental applications is selected for funding, two service providers will have the opportunity to launch projects that will be the first of their kind in Southwest Florida. Catholic Charities, Diocese of Venice (CCDoV) will operate a Youth Rapid Rehousing project that will serve the growing generational cohort of youth experiencing homelessness; and Saint Vincent de Paul CARES (SVDP) will be the first organization in the region to offer Permanent Supportive housing to families experiencing homelessness. SVDP proposes to serve 28 families, and CCDoV proposes to serve 52 youths over the three years funded by this opportunity. Of those to be served, at least 14 families and 26 youths will be offered the permanent housing vouchers committed to these programs by the attached letters of commitment. Both of the proposed funded agencies have the experience and the established relationships needed to execute this move on strategy, as both SVDP and CCDoV have successfully collaborated with the public housing authority in this community to deliver Emergency Housing Vouchers to individuals and families who had experienced homelessness in Lee County.

Over the last several years, Lee County CoC has leaned in with a significant commitment to Rapid Rehousing as a solution to end homelessness. At the same time, rental rates in the Cape Coral- Fort Myers area have risen faster than almost any other location in the country. According to data from Zillow, Fort Myers Florida had the 19<sup>th</sup> highest rental rate of any municipality surveyed in the United States, higher than dozens of larger cities such as Fresno, California; Portland, Oregon; and Denver, Colorado; despite having the 84<sup>th</sup> largest population. Between May 2020 and May 2022, the median rent increased by \$709 per month, or 48.1% over two years. The rapid inflation has presented challenges in helping individuals with severe service needs maintaining their housing after support has ended, but also in finding landlords in the first place. Landlords have the luxury of being selective about their tenants, and Lee County has engaged in innovative strategies to identify, engage, and incentivize landlords to work with our program participants.

Despite these challenges, both housing partners that can be funded through this opportunity have experience recruiting and retaining landlords who serve individuals and family experiencing homelessness in Southwest Florida. Both CCDoV and SVDP have proven track records of utilizing housing specialists and housing navigators to negotiate with landlords on behalf of clients in Lee County, and each has outlined detailed plans in their applications to maintain those relationships. SVDP also proposes to utilize a master leasing strategy that provides the assurances of steady income and risk mitigation to prospective landlords.

As the lead agency of the CoC, Lee County Human and Veteran Services (DHVS) has developed new and innovative strategies to locate, engage, and maintain relationships with local landlords that include providing financial incentives, advertising on public transportation, creating video and social media marketing campaigns, launching and maintaining a web-based landing page for landlords, and working with local media providers to reach landlords throughout the community. Lee County DHVS also uses data to support landlord recruitment. Rapid Rehousing partners throughout the CoC record the addresses of leased units in HMIS for mapping in GIS. The mapping software provides a visualization of landlord hotspots to drive geographically targeted outreach efforts. Street outreach workers have been empowered to use this data to engage landlords and work collaboratively with housing navigators to deliver housing solutions to families experiencing homelessness.

Hurricane Ian severely damaged Lee County's available housing resources. A survey completed by FEMA after the storm found only 761 rental units available in an area that is home to over 750,000 people. Hurricane survivors described as having 'emergent' housing needs totaled 3,929, or roughly five times the number of available rental units in the entire county. The provision of Permanent Supportive Housing for families and Rapid Rehousing for youth under this funding is a life changing opportunity and meets the unique challenges presented by the moment.

One of the realities of Lee County's long-standing commitment to serving individuals with high service needs is that landlord engagement and retention is put under unique strain. Permanent supportive housing affords the CoC with an opportunity to provide rent guarantees for households that would have otherwise faced rejection from landlords seeking long term stability, and provision of rapid rehousing for youth provides an opportunity for those without rental histories and limited income who would otherwise be unserved by the homeless response system to live and work in the area affected by the storm. Using these funds in conjunction with the commitments of our housing partners to mitigate the disaster is essential to the overall plan to address unsheltered homelessness in Lee County.

# Leveraging Healthcare Resources

Lee County CoC partners closely with local healthcare providers to ensure that healthcare is wrapped around the clients we house. Per the requirements laid out in HUD's Supplemental NOFO, the CoC has secured and attached letters of commitment from healthcare partners which dedicate services above and beyond the required 50% match threshold. If this application is approved, a minimum of \$1,736,376.00 will be made available to high needs individuals who have experienced homelessness in Lee County.

Lee County CoC has built and maintained a strong working relationship with healthcare providers that have committed to serving individuals experiencing unsheltered homelessness with severe service needs. Clients in need can visit mental health and substance abuse treatment partners including SalusCare, Centerstone, HIV-AIDS treatment providers including the McGregor clinic and iCAN; and Family Health Centers for general healthcare, all on a free or sliding scale basis. Project applications that had a well-articulated plan to wrap these services around clients were given priority in the ranking process, and the extent to which funded projects provide those connections will be a key criterion in the renewal process. Lee County CoC and Lee Health also hold a bi-weekly collaborative meeting to identify areas for greater collaboration and process improvement.

Lee County CoC and the area's largest healthcare system (Lee Health) have maintained a memorandum of understanding since 2017 that patients would not be discharged into homelessness, and the two organizations have a recurring scheduled meeting to improve collaboration. CCDoV has attached a letter of collaboration from Family Health Centers of Southwest Florida, under which the healthcare provider agrees to receive referrals from CCDoV and provide healthcare services on a sliding scale basis, and SVDP has committed to a continuation of their efforts to develop relationships with healthcare providers in service of their clients.

Earlier this year, Lee County Government committed \$14,000,000 in funds awarded under the American Rescue Plan to develop a Behavioral Health Continuum of Care. The network will be built on the Continuum of Care model, will offer 24/7 phone access that employs progressive engagement, and will refer to a network of funded agencies. The data collected in relation to behavioral health services will be stored in a separate but parallel database to HMIS which will allow for deduplication, aggregate reporting, and data driven decision making. Among the founding members of this system are Sozo Wellness, which has been contracted to provide access to prescription medication including insulin and psychotropic medication to individuals experiencing homelessness at no charge.

Another member of the CoC, The Center for Progress and Excellence (CPE), manages emergency shelter beds the Bob Janes Empowerment Center and a mobile crisis unit. Guests at the Empowerment Center can seek on site mental health and substance abuse counseling, receive referrals and transportation to medical appointments, and benefit from two on-site nurses. CPE also staffs the after-hours Coordinated Entry phone line, enabling them to make direct referrals to their Mobile Crisis Unit and emergency shelter. Guests at the Empowerment Center and the Center of Hope Emergency shelter can also benefit from the services of Premier Mobile Health, which operates provides a wide range of on-site health services to clients in need. Lee County has an executed contract in place for the provision of Substance Abuse and Mental health services for an amount that exceeds the total annual funding required under this NOFO. SalusCare, Inc., is a long term, trusted partner in the Continuum of Care, and has provided behavioral health services to Lee County residents since 2013. Housing case managers from both programs proposed under this funding have established relationships with SalusCare staff, and regularly refer clients who can benefit from specialized services. The relationships needed to facilitate warm handoffs between these agencies is well established, and supplements Lee County's mission to serve those with the most severe needs.

# Current Strategy to Identify, Shelter, and House Individuals and Families Experiencing Unsheltered Homelessness.

Since 2019, Lee County CoC has more than tripled its outreach capacity and leveraged an HMIS Capacity Building grant to digitally coordinate all outreach efforts in HMIS. Street outreach programs funded through ESG, PATH, ARP and local funds have been coordinated to provide complete geographic and temporal coverage of the CoC. Outreach efforts in Lee County are driven by data and best practices, focused on the needs of most vulnerable, diverse in their staffing, and shaped by people with lived experience of homelessness, as described below.

## Street Outreach

All clients engaged by Lee County's Street Outreach services are entered into HMIS in the County-wide Coordinated Entry Project. With the client's express knowledge and consent, data on the client's location and living situation are entered into a shared Coordinated Entry workgroup that allows for collaboration and coordination in real time. Any person experiencing unsheltered homelessness can reach out to the Coordinated Entry hotline, 24/7. After attempting diversion, calltakers complete a housing needs assessment with the client to identify any severe service needs to make an appropriate referral to an outreach worker with a specialization in those specific needs. Outreach specializations include mental health, substance abuse, and (with specific protocols for client privacy and safety) domestic violence outreach.

Lee County has supplemented its outreach efforts with a unique collaboration with local law enforcement to develop and staff the Lee County Homeless Outreach and Treatment team (HOT Team). The HOT team includes two uniformed Deputies of the Sherriff of Lee County who work hand in hand with mental health counselors and outreach staff. While uniformed HOT Team officers do not directly access HMIS data, they follow written policies and procedures to make appropriate referrals to staff who can enter the client into HMIS, complete vulnerability and housing needs assessments, and facilitate referrals to housing interventions.

Lee County's Street Outreach and shelter partners include individuals fluent in Spanish and Creole and include individuals with lived experience of homelessness. Planning committees are informed by a lived experience committee, and the CoC Governing Board has included voting members with lived experience every year since 2017. In total for the calendar year of 2021, outreach partners and supportive service providers reported 397 individuals that had entered the coordinated entry system as experiencing unsheltered homelessness exited the coordinated entry system to a permanent housing destination, up from 301 the previous year.

Lee County's Coordinated Entry System provides 24/7 access through a central phone line that provides direct access to street outreach resources. In addition to calls taking place during regular business hours, HOT Team officers regularly provide outreach services after hours, on weekends, and on holidays. All local law

enforcement engaging with individuals experiencing homelessness also have the option to divert low level offenders experiencing homelessness to the Bob Janes Empowerment Center, which is a 72-bed emergency shelter, on a 24/7 basis. Since 2019, law enforcement personnel in Lee County have provided 346 individuals with transportation and access to the Empowerment Center, including 163 between the hours of 5:00 pm and 7:00 am. Individuals experiencing homelessness can also drop into the Homeless Resource Day Center on Saturday Mornings, 8am-12 noon, in addition to the 24/7 help line.

Lee County's HOT Team operates on a split shift schedule, allowing for evening and early morning street outreach opportunities. Additional outreach efforts occur during hurricane season, in which outreach efforts are supplement with additional shelter space and mass SMS messages to homeless individuals who have opted into the service.

Street outreach efforts to assist individuals in exiting unsheltered homelessness are rooted in Housing First principles and the notion that "diversion is everyone's job." Since re-launching Coordinated Entry in late 2019, 1767 individuals that were entered into Coordinated Entry exited the program to temporary or permanent housing destinations, including 1075 who reported unsheltered homelessness at program entry. Additionally, since June 2021, 1177 individuals or families were diverted from the Coordinated Entry system altogether. Outreach partners conduct vulnerability assessments with individuals experiencing unsheltered homelessness and make referrals to funded housing programs. Funding the programs proposed by SVDP and CCDoV will give outreach the opportunity to refer to all new housing program types. Youth, and families with especially severe service needs experiencing unsheltered homelessness have not had access to dedicated RRH and PSH programs before this NOFO, and their selection will provide unique opportunities for clients to exit homelessness.

The Coordinated Entry System also brings together Street Outreach and Housing Case Managers from funded agencies on bi-weekly case conferencing meetings, during which all referrals from Coordinated Entry to housing programs undergo collaborative case conferencing and troubleshooting. Both funded housing programs have proposed and will be required by contract to accept referrals exclusively through Coordinated Entry and managed at the bi-weekly meetings.

While street outreach is a service provided to any individual or family who contacts Lee County's Coordinated Entry System and reports unsheltered homelessness, Lee County's overall outreach strategy includes dedicated outreach resources for individuals with high levels of vulnerability and prioritizes those with severe service needs for housing interventions. Lee County utilizes a dynamic prioritization system that prioritizes vulnerability indicators chosen as points of focus by a diverse group of community stakeholders, including healthcare providers, outreach workers, housing case managers, BIPOC individuals and individuals with lived experience of homelessness. The proposed planning grant also includes funding for cultural competency training, which would be mandatory for funded agencies throughout the Continuum.

In September of 2021, the CoC lead agency collaborated with Lee County EMS to hire a street outreach worker to engage with high utilizers of emergency services. Unlike other outreach workers in the CoC, this individual's referrals came directly from the healthcare field with the intent of lessening the burden on the hospital system. Their efforts yielded immediate results. In less than 12 months, 18 unsheltered individuals who were the highest utilizers of emergency services were permanently housed.

Similarly, mental health professionals employed by Centerstone have been dedicated to serving individuals with the high service needs and have partnered directly with law enforcement officers in the HOT Team.

Finally, Lee County reevaluates the Coordinated Entry process in terms of racial equity and cultural appropriateness on an annual basis. Staff at the lead agency informs this process by generating a racial equity report, which is shared with a diverse group of community stakeholders including housing case managers, street outreach workers, community partners, BIPOC individuals and individuals with lived experience of homelessness

Emergency shelters in Lee County's Continuum of Care have been fully integrated into Lee County's Coordinated Entry System since September of 2019. The Bob Janes Empowerment Center manages 72 lowbarrier shelter beds, as well as 8 Medical Respite beds that receive referrals directly from the local hospital system. The Salvation Army's Center of Hope, which provides Emergency Shelter to families with children that are experiencing homelessness manages 10 rooms which can each host multiple families, depending on the size of the families. In both shelters, staff is cross trained to enter both the data required to accurately report on shelter capacity and to qualify shelter guests for housing resources through Coordinated Entry.

CoC shelters accept referrals from Coordinated Entry, which is accessible 24/7 though a centralized phone line. Calltakers contact shelter staff multiple times per day to check on shelter availability and to coordinate transportation.

Additionally, Lee County has launched three shelters to housing initiatives in the last three years utilizing County funding to rapidly address encampments and transition unsheltered individuals and families from encampments to housing. The "Family Transition Collaborative" and "Rapid Transition Collaborative" were funded entirely by local sources and provided 177 households comprising 488 individuals with hotel stays, meals, connections to supportive services, and rapid rehousing. Involved in the collaborative effort were member of the Lee County Human Services team, Centerstone Behavioral Health, The Salvation Army, the Lee County School District, meals on wheels, Park Royal Hospital, Healthy Start, Goodwill Industries, the United Way, and other supporting agencies. The collaborative efforts were funded by \$3,800,000 in County General Fund Reserves, and their success serves as a boon to local efforts to serve people experiencing homelessness.

The Bob Janes Empowerment Center was rendered inoperable for 21 days, following severe water damage from Hurricane Ian. People who sheltered in place at the shelter were transferred to the local sports arena, which was the largest of several hurricane shelters. Individuals who were experiencing homelessness before the storm were welcomed into these shelters, paired with case managers, and provided housing navigation and diversion services as quickly as was possible. One month from the storm's landfall, 184 individuals were sheltered in hurricane shelters who indicated they were experiencing homelessness before the storm hit. The CoC has mobilized coordinated entry calltakers, outreach workers, and rapid rehousing case managers including disaster recovery specialists to rapidly resolve the homelessness of these individuals.

## Low Barrier Permanent Housing

Beginning in 2019, Lee County CoC overhauled its Coordinated Entry System and the associated policies and procedures to address the needs of those most vulnerable. The new policies prioritized chronically homeless individuals, especially those with severe service needs, and took a stubborn Housing First Approach. CoC projects were required, on penalty of having their funding reallocated, to take clients from Coordinated Entry selected through a process that prioritized difficult cases. Chronically homeless individuals were not barred from Rapid Rehousing or Permanent Supportive Housing based on active substance use, resistance to any form of treatment, or lack of income. Staff at both agencies will be required to attend Cultural Sensitivity training provided under the planning grant and have excellent track records of serving clients with severe service needs in Lee County.

The data indicates that the approach has been working. Between 2019 and 2021, Lee County CoC cut Chronic Homelessness in half, from 99 chronically homeless individuals on the 2019 PIT count to 47 in 2022.

Supplementing that approach with funding under this opportunity has the potential to effectively end chronic homelessness in Lee County over the next three years. Both CCDoV and SVDP have committed to using a Housing First approach in their funded programs and have a proven track record of doing so. Those track records include working with PHAs to move clients on from CoC subsidies to housing vouchers when appropriate, and that experience will empower housing case managers to connect clients to the vouchers dedicated in the attached MOUs and letters of commitment.

Following Hurricane Ian, efforts to lower barriers and expedite exits to permanent housing intensified. In conjunction with HUD's disaster recovery team, Lee County CoC executed amendments to four housing grant agreements to streamline the referral process and rapidly rehouse displaced and formerly homeless persons through rapid rehousing funds. In sum, just over \$661,000 in rapid rehousing funds were modified and brought to bear in emergency response, with a focus on rapid resolutions in and out of county. CoC staff was deployed to administer and coordinate efforts to resolve the displacement of individuals affected by the storm as part of the Multi-Agency Shelter Transition Team (MASTT), which included the use of rapid rehousing, disaster relief, and diversion services. Because funding provided by FEMA is generally only available to individuals and families who were stably housed before the storm, the work of the CoC in the aftermath has focused on those who were unhoused and unsheltered with more severe service needs. The collaborative effort of the various responding agencies has ensured a response that provides opportunities for everyone affected by the storm, including those who were previously experiencing unsheltered homelessness.

# Updating the CoCs Strategy to Identify, Shelter, and House Individuals Experiencing Unsheltered Homelessness with Data and Performance

In Lee County, Street Outreach Data, Coordinated Entry Data, and HMIS Data are the same thing. The CoC leveraged an HMIS Capacity grant to overhaul the digital aspects of Street Outreach and Coordinated Entry to mirror and manifest the changes made to the CoC Policies and Procedures. Coordinated Entry exists in Lee County's HMIS as a standalone project that allows for the collection of Program Specific Data Elements through progressive engagement. Outreach workers collect only the data that is needed to serve the client, when needed, and store that information in the Coordinated Entry Project. The data elements necessary to create a concurrent Street Outreach Project can be seamlessly duplicated to a Street Outreach HMIS project without having to reenter the data manually.

Outreach projects also receive referrals from the main intake line, in addition to their physical outreach efforts. Calltakers collect information necessary to engage the clients, including location, barriers, and strengths.

Lee County has leveraged data from its overhauled Coordinated Entry Project to inform and drive change in shelter practices. Several factors, including the increased visibility of the Coordinated Entry System, economic impacts from the COVID-19 pandemic, a steadily growing population, and rapidly increasing rents have contributed to greatly increased engagement with the Continuum. The number of households reporting unsheltered homelessness and entering the Coordinated Entry Project has steadily increased year over year, from 955 households in 2020 to 2057 households in 2021. The Coordinated Entry data collected during that timeframe was vital to advocating for a local response. As a result of that advocacy, the Board of County Commissioners voted to fund the Family Transition and Rapid Transition Collaborative programs described above

Lee County's proposed CoC Planning Grant funds an opportunity to gather and leverage data in a revolutionary new way. The proposal was drafted in collaboration with Lee County's HMIS provider Bell Data Systems and

lays out a plan to develop and launch a "front-facing HMIS." The functionality will allow individuals and families experiencing unsheltered homelessness to access services and shelters, connect with case managers and outreach workers, and provide feedback directly to the CoC in a secure digital environment. Providing a forum for easy, direct feedback from people experiencing homelessness in Lee County is the most ambitious and meaningful effort to draw on lived experience to date and has the potential to act as a force multiplier in the CoC's efforts to address homelessness.

Data informed Lee County's decision to select projects to serve youth and families with severe service needs under this opportunity. Between 2020 and 2021, the number of individuals or heads of household under the age of 25 who contacted the Coordinated Entry System reporting unsheltered homelessness more than doubled year over year, from 113 in 2020 to 232 in 2021. The number of households with children reporting unsheltered homelessness to the Coordinated entry system also more than doubled year over year, from 240 families in 2020 to 484 families in 2021. While this dramatic increase is most likely driven by an increase in the visibility and accessibility of the community's Coordinated Entry System, it could not be ignored. The projects proposed under this plan are responsive to these data and would constitute the community's first specifically targeted efforts to address the need.

# Identify and Prioritize Households Experiencing or with Histories of Unsheltered Homelessness.

The evolution of Lee County's Coordinated Entry System since its overhaul in 2019 has made it possible to demonstrate the needs of the community. Measured unsheltered homelessness has steadily increased, partially due to economic factors, but also due to improvements in data collection and reporting. To address this need, Lee County proposes to fund programs that are specifically designed to serve unsheltered populations who have not yet been specifically targeted.

The Youth Rapid Rehousing program proposed by CCDoV aims to serve the quickly growing youth homeless population. As has been the policy since before the overhaul in 2019, all households served by Rapid Rehousing Programs must be complete a vulnerability assessment, which prioritizes those who experience homelessness. Households must also have their homelessness verified, most often in person by a street outreach worker.

The Family Permanent Supportive Housing program proposed by SVDP aims to serve families experiencing unsheltered homelessness. While rapid rehousing programs have been the background of Lee County's response to homelessness for decades, the lack of permanent supportive housing available to families has caused parents with severe service needs to return to homelessness. Lee County will not stop rapidly rehousing families experiencing homelessness, and families with young children may still be served with CCDoV's youth RRH program; but the proposal from SVDP is on another order of magnitude in its ability to connect extremely disadvantaged families with housing stability, dedicated healthcare resources including behavioral health and substance abuse treatment and move on strategies supported by public housing authority commitments.

The efforts of these programs will be supported by a planning grant that makes them more visible, more accessible, and more engaging. A front facing HMIS can empower clients with vital data including case manager contact info, appointment dates, and referrals to supportive services that can bridge the gap between a family in crisis the resources dedicated to support them. Young people and parents intuitively benefit most from these resources and will for the first time have direct digital access to the Continuum of Care.

# Involving Individuals with Lived Experience of Homelessness in Decision Making

Funding of the projects proposed under this application will allow for the most meaningful and intentional integration of the lived experience of homelessness in Lee County into the decision-making process ever attempted in Southwest Florida. While the bulk of the allocated funds are dedicated to ending unsheltered homelessness for vulnerable populations, the planning portion is determined to listen to them by providing direct digital access. Notwithstanding those aspirational efforts, Lee County CoC has committed to engaging, listening to, and learning from persons who have lived the experience of homelessness, and incorporate their findings into this redressive action plan.

As part of the development of this plan, Lee County CoC sought out and engaged a committee comprised of individuals with lived experience of homelessness. The committee met to discuss, review, and approve the proposed applications, as well as this plan. The committee meets on a quarterly basis to inform every aspect of the CoC's decision making process, including gaps in the homelessness response system and the quality of services provided. The lead agency also welcomed feedback from individuals experiencing homelessness on a continuing basis at every public opportunity. Public backing for Lee County's Homeless Resource Day Center was made possible by constant public advocacy on behalf of those in need by persons experiencing homelessness, and the day center now provides thousands of services and referrals on a monthly basis.

The Planning Grant proposed under the Supplemental NOFO seeks to engage individuals with lived experience of homelessness in an entirely novel fashion. By accessing a front facing HMIS, users experiencing homelessness will not only be able to exert mastery over their own housing situation and connect more readily with their service providers, but also provide real-time feedback directly to the CoC on the strengths and needs of the community. Users will be able to submit feedback, report issues, and seek services while contributing both narrative information about individual need in a secure and confidential forum, and de-identified aggregate data that will be vital in understanding the needs of the community at large. Lee County CoC enjoys an excellent working relationship with its HMIS provider and looks forward to working with their team on this exciting project.

# Supporting Underserved Communities and Supporting Equitable Community Development.

Lee County's current strategy to engage and house populations experiencing homelessness at disproportionately high rates has been informed by annual racial equity reports and addressed by the Governing Board through deliberate funding decisions, informed by HMIS data. The digital restructuring of Coordinated Entry in 2019 created a central data repository for all individuals and families experiencing homelessness in Southwest Florida seeking a housing intervention. Proportionately, Black/AA individuals comprised 37.1% of the persons entered into the Coordinated Entry System, while representing only 8% of the 2020 US Census population for the same area. Additionally, Black/AA heads of household were more likely than any other group to report that they were experiencing homelessness with their children (36% compared to 27% of the total population and 26% of the next highest group.

Lee County CoC has addressed these discrepancies through targeted funding decisions. As BIPOC individuals comprise a disproportionately large portion of the population experiencing homelessness with children, the Governing Board sought approval of Rapid Rehousing Programs that served families experiencing homelessness. As stated above, Black/AA individuals comprised 37.1% of the persons entered into the

Coordinated Entry System but comprised 51.7% of the persons entered into Rapid Rehousing Programs during the same period.

Lee County's Application for funding under this Supplemental NOFO is a continuation of its efforts to serve populations that have not been served by the homeless system at the same rate that they are experiencing homelessness. For both the youth and family populations, these programs will be the first of their kind in the community; and both communities are disproportionately comprised of BIPOC individuals. In 2021, 54% of heads of households with children that entered the Coordinated Entry system while experiencing unsheltered homelessness identified as Black/AA while representing only 8% of the 2020 US Census population for the same area. Among unsheltered youth who entered Coordinated Entry in 2021, 64% identified as Black/AA, up from 59% the previous year. The decision to dedicate resources to these populations stems in part from racial equity analyses, which have been conducted every year since 2019.

# Conclusion

The plan above has taken on new significance since Hurricane Ian made landfall in Lee County. The community's momentum in reducing unsheltered homelessness, especially among individuals experiencing chronic homelessness and those with severe service needs cannot continue without the dedication of funds and efforts to those most in need. Lee County has been and remains committed to gathering the support of a broad range of stakeholders, including those experiencing and with lived experience of homelessness to serve people experiencing unsheltered homelessness with severe service needs in a way that incorporates equity, client choice, and community feedback. Funding under this opportunity is vital to the work our community is going to undertake in the coming years, and fits in the CoCs mission to make homelessness in Lee County rare, brief, and a one-time occurrence.