



# REQUEST FOR APPLICATIONS (RFA) for Lee County Continuum of Care's 2019 Funding to Address Homelessness

# RFA Released TUESDAY, JANUARY 29, 2019

Mandatory Pre-Application Workshop TUESDAY, FEBRUARY 12, 2019 AT 2:00PM

Applications Due WEDNESDAY, FEBRUARY 27, 2019 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 2019 Request for Applications (RFA) for Funding to Address Homelessness

In anticipation of several funding opportunities that may become available over the next 12 months, for new and renewal projects, Lee County Human and Veteran Services (HVS) is issuing a Request for Applications (RFA) for the following anticipated and known funding opportunities through the following U.S. Department of Housing and Urban Development (HUD), State of Florida programs and/or other funding sources:

#### **Funding Available**

| <ul> <li>State Emergency Solutions Grant (ESG)—         <ul> <li>Eligible activities include emergency shelter, street outreach, rapid re-housing and/or Homeless Management Information System (HMIS)</li> <li>Priority will be given to programs that serve single individuals experiencing unsheltered homelessness and those projects serving individuals in the City of Cape Coral and/or City of Fort Myers.</li> </ul> </li> </ul> | \$200,000 |
|---|-----------|
| <ul> <li>Challenge Grant—         <ul> <li>Projects must result in a reduction in the number of persons who are homeless, the number persons experiencing homelessness who are employed, and/or, in the number of persons who return to homelessness.</li> <li>Priority will be given to projects that are based on evidence-based programs and/or national best practices.</li> </ul> </li> </ul>  | \$300,000 |
| Temporary Assistance for Needy Families – Prevention (TANF-Prevention)  • Priority will be given to projects that include connection to mainstream benefits and other support services to ensure housing stability.   | \$70,000  |
| HUD Continuum of Care Program New Projects - Permanent Housing Bonus (IF HUD awards bonus funds for new project.)   | \$150,000 |

#### **RENEWAL FUNDING** (only requires a letter of intent from the agencies currently funded):

| HUD Continuum of Care (CoC) Program - RENEWALS | \$1,705,495 |
|--|-------------|
|--|-------------|

Agencies that currently receive CoC funding must submit a letter of intent to renew AND/OR reallocate funding by 5:00 pm Wednesday, February 27, 2019

A Letter of Intent to Reallocate Funds must contain the following items:

- 1. The currently funded project(s) proposed for reallocation.
- 2. The total amount of funding to be reallocated.
- 3. The total number of individuals that will be affected by the reallocation and the plan for sustaining units after funds are reallocated.
- 4. An overview of the new proposed project, including the population served.

After review of the letters, each agency will be contacted for full program detail and completion of the 2019 Project Application. Any questions can be directed to Jeannie Sutton, Grants Analyst, Lee County Human and Veteran Services, at jsutton@leegov.com or by phone at 239-533-7958.

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 shall make funding available to projects that:

- 1. utilize the Housing First philosophy,
- 2. emphasize rapid exit from homelessness,
- 3. emphasize stable, permanent housing as the primary strategy for ending homelessness, and
- 4. provide innovative solutions to move Lee County forward in making homelessness rare, brief and one-time.

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.

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

A Mandatory Pre-Application Workshop will be held to answer questions about this RFA. HVS will only accept questions following the Mandatory Pre-Application Workshop from agencies that attended the Mandatory Pre-Application Workshop.

Questions from the agencies that attended the Mandatory Pre-Application Workshop must be submitted in writing to Jeannie Sutton at <u>jsutton@leegov.com</u> and be received no later than <u>Friday, February 15, 2019</u>. HVS will compile all questions and answers, and provide to the agencies that attended the Mandatory Pre-Application Workshop, no later than 5:00 pm, Wednesday February 20, 2019.

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

Both prospective and current sub-recipient agencies must respond to this RFA if seeking funding from HVS.

Currently funded CoC agencies (The Salvation Army and Community Assisted and Supportive Living), who are seeking renewal funding for current CoC Projects are only required to submit a letter of intent to renew/reallocate, and are NOT required to complete the entire application. Please see information in the appropriate funding opportunities section for more information.

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

| SECTION I:   | General Information                  |
|--------------|--------------------------------------|
| SECTION II:  | Scope of Grant Activities            |
| SECTION III: | <u>=</u>                             |
|              | Application Evaluation and Selection |
| SECTION V:   |                                      |
|              | Annendices                           |

#### **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 experiencing homelessness, 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.

It is not necessary for the Proposer to select only one of the funding sources or amounts listed above unless otherwise specified. Applicants only need to indicate, on the Application, if there is a funding source(s) that they DO NOT want.

#### **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).

#### **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.

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.

Projects that incorporate all or part of the effective practice examples described below 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 PSH according to their vulnerability to dying on the streets and their chronic homelessness status

Housing Solutions Center (HSC) with Coordinated Entry Access Point is a friendly, low-demand environment that provides access to services, housing resources, emergency bridge shelter, and serves as a designated access point for the CoC's Coordinated Entry. A HSC welcomes and engages homeless persons, and develops relationships with them in the effort to engage them in steps towards permanent housing. Services are provided to both residents and non-residents of the HSC, and should include access to physical and mental health screening/services, transportation, showers, laundry facilities, case management, supportive services to assist with applications for benefits (i.e. SOAR), and an array of other services with the goal of helping persons move from homelessness to permanent housing as quickly as possible. The bridge/emergency shelter beds would be for up to 90 days. Law enforcement and designated mobile teams would have direct access to referring participants to the HSC.

**Joint Emergency Shelter/Transitional Housing and Rapid Rehousing** is a project 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. *Transitional Housing and Rapid Rehousing is a new project type recognized by HUD and may be eligible for new project funding in the upcoming 2019 CoC Program Competition.* 

**Targeted Bed Expansion** – An existing project that is able to expand their current capacity by adding additional beds to be dedicated to a specific target population, such as unaccompanied youth, persons who are chronically homeless, and/or single individuals experiencing homelessness.

**Street Outreach and Engagement with Rapid Rehousing Component** - a street outreach project that includes short-term (3-6 months) rental assistance to move people directly into permanent housing.

**SOAR Specialists** – Inclusion of SOAR Specialist in a project application.

#### **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.

For acquisition and/or rehab projects, proposed projects may be 'Shovel Ready" projects, where planning and engineering is complete and construction can begin within a very short time, including the ability to ensure occupancy of units within 12 months or less following an award of funding.

#### **Critical Dates and Timeline**

| Tuesday, January 29, 2019               |           | HVS Issued Request for Applications for 2019 Funding to Address Homelessness.   |
|---|-----------|---|
| Tuesday, February 12, 2019              | 2:00 PM   | MANDATORY Pre-Application Workshop at<br>HVS, 2440 Thompson St., Fort Myers, FL 33901   |
| Friday, February 15, 2019               | 5:00 PM   | Deadline for questions regarding RFA  |
| Wednesday, February 20, 2019            | 5:00 PM   | Responses to RFA questions sent to Pre-Application Workshop Attendees   |
| Wednesday                               | 5:00 PM   | SUBMISSION DEADLINE – Project Applications and Letters of   |
| February 27, 2019                       | 3.00 I MI | Intent to Renew/Reallocate for CoC Projects   |
| February 27, 2019 Friday, March 8, 2019 | 1:00 PM   | Intent to Renew/Reallocate for CoC Projects  Performance, Evaluation, and Ranking Committee  Members will meet to score each project application using the published Scoring Criteria for New Projects.  HVS, 2440 Thompson St., Fort Myers, FL 33901 |

Please Note: A separate timeline and addendum for HUD's CoC Program Competition will be released, at a later date, following HUD's release of the 2019 Notice of Funding Availability (NOFA) for CoC Projects.

CoC funded agencies, which are eligible for renewal, must submit only a letter of intent to renew AND/OR reallocate funding by 5:00 pm Wednesday, February 27, 2019.

#### **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 (www.sam.gov/SAM/) will be considered ineligible for funding.

Active and participating CoC Member agencies and HMIS participating agencies will be given additional points in the scoring process.

# **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.
- Renewal Project (applicable to the specified CoC funded projects ONLY) a project currently receiving funding through HUD's CoC Program seeking to renew the project's funding. Agencies with renewal projects must submit Letters of Intent to Renew and/or Reallocate (as indicated below) for each project they desire to renew and/or reallocate.

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. For example: Emergency Shelter with Coordinated Entry Access point is a single project with two eligible activities (components). The single project application should explain in detail all activity types and the project outcomes for the different activity types.

#### **State Emergency Solutions Grant (ESG)**

Maximum grant award \$200,000, to be expended between July 1, 2019 and June 30, 2020. Funds may be renewed for up to two additional one-year terms, depending on performance and future appropriations. Priority will be given to programs that serve single individuals experiencing unsheltered homelessness, and those that serve individuals in the City of Cape Coral and/or City of Fort Myers. Maximum combined award amounts for Emergency Shelter and Street Outreach components cannot exceed 60% of the total grant award.

#### **Eligible Activities**

The CoC has designated three eligible activities under this funding source:

#### • Emergency Shelter

- o Renovation, including major rehabilitation or conversion, of a building to serve as an emergency shelter. The emergency shelter must be owned by a private nonprofit organization. The shelter must serve homeless persons for at least 3 or 10 years, depending on the type of renovation and the value of the building. *Note: Property acquisition and new construction are ineligible ESG activities*.
- Essential Services, including case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
- o See 24 CFR 576.102.

#### • Street Outreach

- Essential Services related to engaging unsheltered homeless individuals and families, connecting them
  with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based
  care.
- Eligible costs include engagement, case management, emergency health and mental health services, transportation, and services for special populations (homeless youth, victim services, and people living with HIV/AIDS).
- o See 24 CFR 576.101.

#### • Rapid Re-Housing

- O Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.
- Eligible costs include rental assistance and rental arrears, rental application fees, security and utility deposits, utility payments, last month's rent, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair.
- See 24 CFR 576.104

#### Homeless Management Information Systems (HMIS)

- Eligible costs include the costs of contributing data to the HMIS; costs of functioning as the HMIS lead agency; and participating in a comparable database if the agency is a victim services or legal services provider.
- o See 24 CFR 576.107

Additional information about HUD ESG Program eligible activities and expenses can be found on the HUD Exchange at <a href="https://www.hudexchange.info/programs/esg">https://www.hudexchange.info/programs/esg</a>.

#### **Eligible Clients**

To be eligible for assistance through State ESG, 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/esg/esg-requirements/

#### **Challenge Grant**

Maximum grant award \$300,000, to be expended between July 1, 2019 and June 30, 2020. Funds may be renewed for up to two additional one-year terms, depending on performance and future appropriations. Challenge Grant funds are intentionally flexible to allow applicants to develop innovative solutions to ensure that homelessness in Lee County is rare, brief, and one-time. All housing, programs, or services funded through the Challenge Grant must directly benefit persons experiencing homelessness. Priority will be given to innovative projects that are evidence-based and/or use national best practices, as demonstrated by the applicant.

#### **Eligible Activities**

Projects funded through the Challenge grant must result in at least one of the following outcomes:

- a reduction in the number of persons who are homeless,
- a increase in the number of persons experiencing homelessness who are employed, and/or
- a reduction in the number of persons who return to homelessness.

#### **Eligible Clients**

To be eligible for assistance through the Challenge Grant, 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)

#### <u>Temporary Assistance for Needy Families – Prevention (TANF-Prevention)</u>

Maximum grant award \$70,000, to be expended between July 1, 2019 and June 30, 2020. Funds may be renewed for up to two additional one-year terms, depending on performance and future appropriations. Priority will be given to projects that include connection to mainstream benefits and other support services to ensure housing stability.

#### **Eligible Activities**

Eligible activities for TANF-Prevention programs include:

- Past due rent or mortgage payments, not to exceed four (4) months of rent or mortgage payment.
- Past due utility bills, not to exceed four (4) months in arrears for electric, gas, water and sewer only.
- Staff and operating costs for the provision of the required case management services to be provided to the eligible families assisted.

#### **Eligible Clients**

To be eligible for assistance through this grant, families must:

- reside in Florida;
- have at least one household member who is a United States citizen or a lawful permanent resident;
- have a minor child (under the age of 18) living in the household full-time; and
- have a household income less than two-hundred percent (200%) of the federal poverty level as annually published by the U.S. Department of Health and Human Services

  [https://www.federalregister.gov/documents/2018/01/18/2018-00814/annual-update-of-the-hhs-poverty-

[https://www.federalregister.gov/documents/2018/01/18/2018-00814/annual-update-of-the-hhs-poverty-guidelines].

#### 2019 HUD CoC Competition - New Projects

At the time of this RFA, no information has been released regarding HUD's 2019 CoC Program Competition process or application. Permanent Housing Bonus and/or reallocated funding for new projects <u>MAY</u> be available. If this funding is available, HVS will select an applicable project from the applications received under this request. The <u>approximate</u> grant award amount if a bonus project is made available is \$150,000.

#### **Eligible Activities**

HUD CoC Program funding for a new project (if available) can be used for the following project types:

- o 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

In the event HUD's 2019 CoC Program Competition does allow for the submission of a new project, the project will be selected from the applications received through this RFA process.

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

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/HMIS/Coordinated-Entry/CE-Policy-Procedures-Manual-2018.pdf

#### **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/

# 2019 HUD CoC Program - Renewal Projects

As of this RFA, HUD has not opened the 2019 CoC Program Competition; therefore, additional information and requirements specific to the HUD's CoC Program Competition will be released as an addendum to this RFA to ensure compliance with any and all of HUD's requirements contained in their (HUD) 2019 CoC Program Competition NOFA.

**CoC Renewal Projects -** The following CoC projects are eligible for renewal based on the approved funding award amounts from HUD's 2018 CoC Program Competition.

| Agency   | Project Name                | <b>Project Type</b> | Amount of Renewal Funding |
|--|-----------------------------|---------------------|---------------------------|
| Community Assisted and Supported Living (CASL) | CASL<br>Rental Assistance   | PSH                 | \$156,984                 |
| Community Assisted and Supported Living (CASL) | CASL<br>Supportive Services | PSH                 | \$122,134                 |
| The Salvation Army (TSA)                       | TSA Rapid Re-Housing        | RRH                 | \$1,426,377               |

The CoC funded agencies listed above must submit only a letter of intent to renew AND/OR reallocate funding by 5:00 pm Wednesday, February 27, 2019.

HVS will issue additional information, deadlines and the CoC Renewal Project scoring criteria following HUD's release of their 2019 CoC Program Competition NOFA.

# **SECTION III: Funding Guidelines**

#### **Administrative Costs**

The amount of funds available for administrative cost varies from source to source, with some funding sources providing no admin funding. 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 |
|--|----------------------------------|
| Emergency Solutions Grant (ESG)                      | 5%                               |
| Challenge Grant                                      | 8%                               |
| Temporary Assistance for Needy Families – Prevention | 3%                               |
| Continuum of Care (CoC)                              | 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 |
|--|---------------------------|
| Emergency Solutions Grant (ESG)                      | 100%                      |
| Challenge Grant                                      | 100%                      |
| Temporary Assistance for Needy Families – Prevention | No Match Required         |
| Continuum of Care (CoC)                              | 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 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).

**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 "soft hand-off" model, which ensures transfer of client and referral information directly to the receiving case manager, and prevents missed service connections.* 

Confidentiality – Agencies must comply with confidentiality requirements and privacy protections outlined in the CoC written standards (<a href="https://www.leegov.com/dhs/Documents/HMIS/Coordinated-Entry/CE-Policy-Procedures-Manual-2018.pdf">https://www.leegov.com/dhs/Documents/HMIS/Documents/HMIS/Documents/HMIS/Documents/HMIS/HMIS-Privacy-Notice.pdf</a>).

**Participation in Continuum of Care (CoC)** – Any agency awarded funding through this RFA is **required** to 1) actively participate in the CoC including attendance at the monthly CoC and By-Name List committee meetings, 2) actively participate and comply with Homeless Management Information System (HMIS) Procedures, and 3) participate in the Coordinated Entry Process.

#### **Minimum Funding Request**

The minimum funding request for any project is \$25,000. HVS reserves the right to award more or less than the amount of funds requested based on funding available.

CoC renewal projects may not request more than the renewal amounts listed in this RFA due to HUD guidelines. CoC projects may request less than the amount listed if they are voluntarily providing funding for reallocation. See CoC Ranking and Reallocation Policy. Any funding that may become available due to a renewal project's reduced request may be allocated/reallocated to a new project as stated in this RFA.

# **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:

- Applicant agency did not attend the Mandatory Pre-Application Workshop
- 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)
- The Application is not signed by the agency official designated to execute contracts

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

Applications that meet threshold criteria will be forwarded to 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 <a href="CoC Ranking and Reallocation Policies">CoC Ranking and Reallocation Policies</a> and 2019 Lee County CoC Homeless Funding Project Ranking Tool (Appendix 3).

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

### **Notice of Funding Decision**

HVS staff will provide written notice regarding the funding decision to each applicant by **Wednesday**, **March 13**, **2019 at 5:00 pm**.

# **Post Award Requirements**

If awarded, a contract will be executed by the Lee County Board of County Commissioners and administered by the HVS (See Sample Contract Document in Appendix 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: \$ List any funding sources that you **DO NOT** want to fund this project: If submitting multiple project applications, please rank the priority of this project: Project Type (check as many as applicable below): ☐ Permanent Supportive Housing – Scattered-Site ☐ Permanent Supportive Housing – Project Based ■ Rental Assistance Operations **□** Leasing ■ Supportive Services ■ Supportive Services ■ Acquisition/Rehabilitation ☐ Rapid Re-Housing **☐** Emergency Shelter ■ Rental Assistance ■ Renovation/Rehabilitation ■ Security/Utility Deposit Operations ■ Rental/Utility Arrears Assistance ■ Supportive Services ■ Supportive Services □ Other:\_\_\_\_\_ ☐ Other:

| □ Joint Emergency Shelter (ES)/Rapid Re-Housing □ Renovation/Rehabilitation of ES Facility □ Operations of ES Facility □ Leasing of ES Facility □ Supportive Services □ Rental Assistance □ Security/Utility Deposit □ Rental/Utility Arrears Assistance □ Other: | □ Joint Transitional Housing (TH)/Rapid Re-Housing □ Renovation/Rehabilitation of TH Facility □ Operations of TH Facility □ Leasing of TH Facility □ Supportive Services □ Rental Assistance □ Security/Utility Deposit □ Rental/Utility Arrears Assistance □ Other:                                   |
|---|--|
| <ul> <li>□ Street Outreach</li> <li>□ Housing Solutions Center/</li> <li>Coordinated Entry Access Point</li> <li>□ Homeless Management Information System (HMIS)</li> </ul>   | Other:  Clearly describe all project components in the Project Description.  |
| Services Provided (check the services that will be provi  | ided with the funding requested):  |
| <ul> <li>□ Case Management</li> <li>□ Employment Assistance and Job Training</li> <li>□ Outpatient Health Services</li> <li>□ Child Care</li> <li>□ Transportation</li> <li>□ Street Outreach Engagement/Supplies</li> <li>□ Education Services</li> </ul>        | <ul> <li>□ Legal Services</li> <li>□ Housing Search Assistance</li> <li>□ SOAR Assistance</li> <li>□ Behavioral Health Services</li> <li>□ Furnishings</li> <li>□ Services for Special Populations</li> <li>□ Food</li> </ul>  |
| 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  | below):  |
| ☐ City of Cape Coral ☐ City of Fort Myers ☐ City of Bonita Springs ☐ City of Sanibel  | <ul> <li>□ Town of Fort Myers Beach</li> <li>□ Unincorporated Lee County</li> <li>□ All of Lee County</li> <li>□ Other:</li></ul>  |
| has been duly authorized by the governing body of the appl<br>assistance is approved. I also certify that I am aware that p   | in this application it true and correct and that the document licant. I will comply with the program rules and regulations if roviding false information on the application can subject the further certify that I am authorized to submit this application y regarding grant application submissions. |
| 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 use SOAR (SSI/SSDI Outreach, Access, and Recovery) and make connections to mainstream benefits, include a SOAR training schedule for the staff that will be providing case management for the project;
- the projects role in helping to ensure homelessness in Lee County is rare, brief, and one-time; and
- an overall demonstration of need.

Limit response to 1000 words.

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

#### 5. Quality of Service Questionnaire

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

- 1. Describe how the project aligns with community goals.

  Community goals are described in <u>Home, Together: the Federal Strategic Plan to End Homelessness</u>, the <u>FY2018 Continuum of Care Application for Funding to the U.S. Department of Housing and Urban Development (HUD)</u>, and the <u>10 Year Plan to End Homelessness</u>. **Documentation of how the agency's project meets the goal must be attached to this application.**
- 2. Describe how the project is innovative, based on national best practices, and/or designed in accordance with an existing evidence based program.
- 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.
- 5. Describe how the project will provide connections to permanent solutions, include the extent to which this project focuses on critical supports and services needed to achieve housing, or ancillary supports?
- 6. 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.
- 7. Describe how your agency has worked to remove traditional barrier to housing and services for individuals in needs of assistance.
- 8. Does your agency conduct an internal annual evaluation of services provided (other than HMIS)? If yes, please provide a copy of the most recent evaluation.
- 9. 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, overhead/indirect rates charged to grant sources, and chart of key project staff, including a description of their duties and qualifications must be attached following the Budget Narrative.

# 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 <a href="https://www.leegov.com/dhs/funding/rfp">https://www.leegov.com/dhs/funding/rfp</a>*.

| Item Description  | Grant Funds<br>Requested | Match<br>Amount | Total |  |
|---|--------------------------|-----------------|-------|--|
| ACQUISITION OF REAL PROPERTY  | \$ -                     | \$ -            | \$ -  |  |
| Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or Sub recipient for use in the provision of providing housing and services to benefit homeless persons. (Budget Narrative must provide greater detail of the financing and total project costs)                           |                          |                 |       |  |
| REHABILITATION  | \$ -                     | \$ -            | \$ -  |  |
| Eligible rehabilitation costs include installing cost-saving energy measures and bringing a structure up to health and safety standards to provide housing or supportive services to homeless persons. Rehabilitation on leased properties is ineligible. (Budget Narrative must provide greater detail of the financing and total project costs) |                          |                 | ,     |  |
| LEASING/RENTAL ASSISTANCE (Scottened Site Housing not Owned by Applicant)   | \$ -                     | \$ -            | \$ -  |  |
| (Scattered-Site Housing not Owned by Applicant)  Rents must be reasonable and, in the case of individual units, the funding awarded may not exceed HUD-determined fair market rents.  |                          |                 |       |  |
| # of 0 Bedroom (Efficiencies) @ \$776/mo x 12 months  | \$ -                     | \$ -            | \$ -  |  |
| # of 1 Bedroom @ \$838/mo x 12 months   | \$ -                     | \$ -            | \$ -  |  |
| # of 2 Bedroom @ \$1,039/mo x 12 months   | \$ -                     | \$ -            | \$ -  |  |
| # of 3 Bedroom @ \$1,351/mo x 12 months   | \$ -                     | \$ -            | \$ -  |  |
| # of 4 Bedroom @ \$1,547/mo x 12 months   | \$ -                     | \$ -            | -     |  |
| HOMELESS PREVENTION - TANF ONLY   | \$ -                     | \$ -            | \$ -  |  |
| Rental Assistance:  |                          | -               | •     |  |
| Short-term and medium-term rental assistance (18-24 months max depending on funding source)   | \$ -                     | \$ -            | \$ -  |  |
| Rental arrears (One-time payment up to 6 months max, including late fees)   | \$ -                     | \$ -            | \$ -  |  |
| Financial Assistance:   |                          | 1               | •     |  |
| Rental application fees   | \$ -                     | \$ -            | \$ -  |  |
| Security deposits (no more than 2 month's rent)   | \$ -                     | \$ -            | \$ -  |  |
| Advance payment of last month's rent (applies to 24-month cap)  | \$ -                     | \$ -            | \$ -  |  |
| Utility arrears (6 months max)  | \$ -                     | \$ -            | \$ -  |  |
| Utility deposits  | \$ -                     | \$ -            | \$ -  |  |
| Utility payments (# months max)   | \$ -                     | \$ -            | \$ -  |  |
| Moving Costs (e.g. truck rental, moving company, up to # months storage)  | \$ -                     | \$ -            | \$ -  |  |
| OPERATIONS  | \$ -                     | \$ -            | \$ -  |  |
| Maintenance   | \$ -                     | \$ -            | \$ -  |  |
| Rent  | \$ -                     | \$ -            | \$ -  |  |
| Security  | \$ -                     | \$ -            | \$ -  |  |
| Equipment   | \$ -                     | \$ -            | \$ -  |  |
| Insurance   | \$ -                     | \$ -            | \$ -  |  |
| Utilities   | \$ -                     | \$ -            | \$ -  |  |
| Supplies  | \$ -                     | \$ -            | \$ -  |  |
| Other (please specify)  | \$ -                     | \$ -            | \$ -  |  |

| SUPPORTIVE SERVICES (INCLUDING OUTREACH)   |         |      |   |         |
|--|---------|------|---|---------|
| Essential Services that directly benefit homeless persons.                                       |         |      |   |         |
| Outreach/Engagement Staff  | \$<br>- | \$   | - | \$<br>- |
| Case Manager(s)  | \$<br>- | \$   | - | \$<br>- |
| Housing Specialist   | \$<br>- | \$   | - | \$<br>- |
| Emergency Health Services  | \$<br>- | \$   | - | \$<br>- |
| Emergency Mental Health Services   | \$<br>- | \$   | - | \$<br>- |
| Transportation   | \$<br>- | \$   | - | \$<br>- |
| Other (please specify)   |         | •    |   |         |
| RAPID RE-HOUSING   | \$<br>- | \$   | - | \$<br>- |
| Rental Assistance:   |         |      |   |         |
| Short-term, medium-term rental assistance (18-24 months max depending on funding source)         | \$<br>- | \$   | - | \$<br>- |
| Rental arrears (One-time payment up to 6 months max, including late fees)                        | \$<br>- | \$   | - | \$<br>- |
| Financial Assistance:  |         |      |   |         |
| Rental application fees  | \$<br>- | \$   | - | \$<br>- |
| Security deposits (no more than 2 month's rent)  | \$<br>- | \$   | - | \$<br>- |
| Advance payment of last month's rent (applies to 24-month cap)                                   | \$<br>- | \$   | - | \$<br>- |
| Utility arrears (6 months max)   | \$<br>- | \$   | - | \$<br>- |
| Utility deposits   | \$<br>- | \$   | = | \$<br>- |
| Utility payments   | \$<br>- | \$   | = | \$<br>- |
| Moving Costs (e.g. truck rental, moving company, up to 3 months storage)                         | \$<br>- | \$   | - | \$<br>- |
| Homeless Management Information Systems (HMIS)   | \$<br>- | \$ - |   | \$<br>- |
| Purchase/lease computer hardware   | \$<br>- | \$   | - | \$<br>_ |
| Purchase/lease software or software licenses   | \$<br>- | \$   | - | \$<br>_ |
| Upgrading, customizing and enhancing HMIS (HMIS Lead Agency only)                                | \$<br>- | \$   | - | \$<br>_ |
| Obtain technical support   | \$<br>- | \$   | - | \$<br>_ |
| Salaries for HMIS data entry, monitoring, analysis, and reporting                                | \$<br>- | \$   | - | \$<br>_ |
| Staff training (including travel costs for HUD-sponsored/approved training)                      | \$<br>- | \$   | - | \$<br>_ |
| Establishing and operating an HMIS comparable database (victim or legal services providers only) | \$<br>- | \$   | - | \$<br>- |
| ADMIN (based on actual admin cost; see Section III: Funding Guidelines for max.)                 | \$<br>- | \$   | - | \$<br>- |
| TOTAL Proposed BUDGET  | \$<br>- | \$   | - | \$<br>- |

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

| Applicant Representative Signature/Title: | Date: |
|---|-------|
|   |       |

# 9. Leveraged Funding

#### A. Grants

List each grant award claimed by your agency that will be used a leveraged funding for the project within this application. *Letters of commitment and/or contracts must be attached.* 

|   | Program/Grant Name | Grant Amount | Grant Award # /<br>Reference | Indicate (and state reason) if provider is not eligible to receive funding |
|---|--------------------|--------------|------------------------------|--|
| 1 |                    | \$           |                              |  |
| 2 |                    | \$           |                              |  |
| 3 |                    | \$           |                              |  |
| 4 |                    | \$           |                              |  |
| 5 |                    | \$           |                              |  |
|   | Total Grants       | \$           |                              |  |

#### B. Private Cash

List the source and amount for all private cash received that will be used a leveraged funding for the project within this application. *Letters of commitment and/or contracts must be attached*.

|   | Source of Private Cash | Amount |
|---|------------------------|--------|
| 1 |                        | \$     |
| 2 |                        | \$     |
| 3 |                        | \$     |
|   | Total Private Cash     | \$     |

C. Total Leveraged Funding for Services to Homeless Persons

| Funding Source          | Total Amount Leveraged |
|-------------------------|------------------------|
| A. Total Grants         | \$                     |
| B. Private Cash         | \$                     |
| Total Leveraged Funding | \$                     |

**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. |
|---|---|--|
| Length of time persons remain homeless 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.  | 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.  ——————————————————————————————————— |  |
| Number of persons that are no longer homeless Based on the geographic coverage of the project, and the projects ability engage clients, including those who are unsheltered, through street outreach efforts.   | 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).   | #   |  |

| Number of persons who become homeless for<br>the first time (TANF-PREVENTION ONLY)<br>Based on the project's success at reducing the number of<br>individuals and families who become homeless and the<br>project's ability engage clients who are at risk of<br>homelessness.   | Enter the estimated number of clients that are prevented from becoming homeless.  |
|--|---|
| Successful housing placement (FOR STREET OUTREACH) Based on demonstrating an increase in the percent of persons served in street outreach projects who exit to emergency shelter, safe haven, transitional housing, or permanent housing destinations. (FOR EMERGENCY SHLETER/TRANSITIONAL HOUSING/RAPID RE-HOUSING) Based on demonstrating an increase in the percent of persons served in emergency shelter, safe haven, transitional housing, or rapid re-housing projects exit to permanent housing destinations and persons served in permanent housing projects who retain permanent housing or exit to permanent housing destinations destinations. | Enter the estimated percent of clients that will exit from street outreach to emergency shelter, or permanent housing destinations.  Enter the estimated percent of clients that will exit from emergency shelter, transitional housing, or rapid re-housing to permanent housing destinations. |

## 11. Required Attachments

- a. Documentation of Match and Leveraged Funds Letters of Commitment or Contracts
- b. Applicants Annual Operating Budget
- c. Chart of Key Project Staff, including a description of their duties and qualifications
- d. Documentation of how the agency's project meets community goals
- e. Documentation of National Best Practices or Evidence Based Program design (if applicable)
- f. 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. Leverage Funding  |        |  |
| 10. Project Outcomes   |        |  |
| 11. Required Attachments   |        |  |
| a. Documentation of Match and Leveraged Funds                                |        |  |
| b. Applicants Annual Operating Budget  |        |  |
| c. Chart of Key Project Staff  |        |  |
| d. Documentation of Project's Alignment with Community Goals                 |        |  |
| e. Documentation of National Best Practices or Evidence Based Program design |        |  |
| g. Proof of 501c3 Status   |        |  |

# **SECTION VI: APPENDICES**

# ${\bf Appendix} \ {\bf 1-Homeless} \ {\bf Definitions} \ {\bf and} \ {\bf Record keeping}$

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

|                          | Category 1 | Literally<br>Homeless                       | Written observation by the outreach worker; or Written referral by another housing or service provider; or Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter;  For individuals exiting an institution—one of the forms of evidence above and:  discharge paperwork or written/oral referral, or written record of intake worker's due diligence to obtain above evidence and certification by individual that they exited institution |
|--------------------------|------------|---|--|
| CORDKEEPING REQUIREMENTS | Category 2 | Imminent Risk of<br>Homelessness            | A court order resulting from an eviction action notifying the individual or family that they must leave; or  For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; or  A documented and verified oral statement; and  Certification that no subsequent residence has been identified; and  Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing                |
| NDKEEPING R              | Category 3 | Homeless under<br>other Federal<br>statutes | 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; and Certification of no PH in last 60 days; and 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; and Documentation of special needs or 2 or more barriers   |
| RECOF                    | Category 4 | Fleeing/<br>Attempting to<br>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:</li></ul></li></ul>   |

# **Appendix 2 – Sample Contract Document**

| CSFA #          |  |
|-----------------|--|
| <b>CFDA</b> #   |  |
| Contract No.    |  |
| Funding Source: |  |

#### STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

#### ARTICLE I: SCOPE OF SERVICES

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

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

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

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

#### ARTICLE II: TERM OF CONTRACT

This Contract shall begin **2018** and end, **2019** unless terminated as specified in Article VIII, Suspension/Termination.

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

#### ARTICLE III: COMPENSATION AND REPORTS

#### A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed <u>\$.00.</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.

|         | <b>Unit Rate:</b> | 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   | <b>Annual Budget</b> | N/A        |       |
|         | Category          | Amount               |            |       |
|         |                   |                      |            | _     |
|         |                   |                      |            |       |
|         |                   |                      |            |       |

For Partnering for Results (PFR) contracts, Lee County will fund no more than 25% of the program's actual cash expenses. The agency must be able to substantiate receipt of at least 75% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 25/75% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

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

#### B. Deferred Payment/Return of Funds

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

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

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

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 25% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of 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, then Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 25/75% requirement.

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

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

|           | ☑ EXHIBIT 2- Program/Demographics/Beneficiary Report – Due: As indicated on Exhibit 2.   |
|-----------|--|
|           | <b>☑</b> EXHIBIT 3 – Performance Outcomes Report – <u>Due: As indicated on Exhibit 3.</u>  |
|           | <ul> <li>✓ EXHIBIT 4 - Quarterly Unit Rate &amp; Revenue Analysis Report - <u>Due: 30 days following the end of each quarter.</u> (Jan 31; April 30; July 31; Oct 31).</li> <li>Documentation to support expenditures and revenue MUST be attached i.e. <u>QuickBooks; Profit/Loss Statement.</u></li> </ul> |
|           | ☑ EXHIBIT 5- Annual Progress Report or Closeout Report- <u>Due as indicated on Exhibit 5 and/or in Section D.</u>  |
|           | <b>☑</b> EXHIBIT 6 - Certificate of Insurance - <u>Insert in contract.</u>   |
|           | <b>☑</b> EXHIBIT 7 – Statement of Work – <u>Insert in contract.</u>  |
|           | ☐ EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- <u>Due: 30 days from</u> purchase of equipment or fixed assets, and annually on October 1.  |
|           | ☐ EXHIBIT 9 - Annual Certification of Continued Operation (ESG) - <u>Due: As indicated on Exhibit 9.</u>   |
|           | ☐ EXHIBIT 10- Current Board of Directors Roster  |
| acc       | r all reports except the Exhibit 1 (Payment Request) either an email or hard copy of reports is ceptable. The Exhibit 1 (Payment Request) must have original signatures. Other reports requiring natures can have an electronic signature or a scanned copy of the report with signature.                    |
| 2.        | Required Documents   |
| $\square$ | 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>                               |
|           | Copy of latest Form 990 - <u>Due Date: Non profits – -180 days following the end of PROVIDER'S 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 <b>PROVIDER'S</b> response to the funding agency are due to the <b>COUNTY</b> no later than <b>30 days</b> after receipt by the <b>PROVIDER.</b>                 |
|           | <ul> <li>D. Contract Closeout</li> <li>□ Partnering for Results: Unit Rate Analysis Report - Due: 30 days after contract end.</li> <li>□ Partnering for Results: Final Payment Request - Due: 4 business days after contract end.</li> </ul>   |

| Ш | <u>Partiering for Results.</u> Close Out Report – <b>Due 30 days after contract end</b> .              |
|---|--|
|   | State Mandated: Final Payment Request - Due: 4 business days after contract end                        |
|   | <u>HOME</u> – Closeout package for each property – <u><b>Due: 120 days after payment</b></u>           |
|   | <u>request.</u>  |
|   | Supportive Housing Program and Rental Assistance (COC) – Final Payment                                 |
|   | Request and Annual Progress Report – <u>Due: 45 days end date of operating year.</u>                   |
|   | <u>CDBG</u> – 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 – <b>Due:</b>   |
|   | Final Closeout Report - Due -  |

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

#### A. Monitoring

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

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

#### B. Audits and Inspections

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

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

interview and discussion related to such documents.

#### C. Records

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

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

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

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

#### D. <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).

An original, bound version must be submitted. As an alternative, an electronic format <u>sent</u> <u>from the auditing firm</u> is acceptable. The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

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

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

#### ARTICLE V: AMENDMENTS

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

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

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

#### **ARTICLE VI:** CONTRACTOR STATUS

#### A. <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 – Non Profit Providers**

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

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

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

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

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

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

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

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

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

\$100,000 property damage (PD) or

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

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

# <u>Insurance – Government/Municipality</u>

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

# C. Notice of cancellation or modification

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

# ARTICLE IX: SUSPENSION/TERMINATION

# A. Suspension

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

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for

expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under "Partnering for Results": If anticipated Program revenue from other sources exceeds expenses by 25%, Lee County reserves the right to suspend contract until final expenses/revenue is confirmed.

# B. <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 25%, Lee County reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

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

# C. <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:

http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/FHLaws http://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp https://www.hud.gov/program\_offices/fair\_housing\_equal\_opp/promotingfh/lep-mfh-faq

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

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

- C. That they will comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
- **D.** That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- **F.** That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statues, 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).
- That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".
- M. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- **O.** The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- **P.** The provider will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q. The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- **R.** The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

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

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a "covered entity" as the law defines that term. Any "personal health information" (PHI) as defined by the law that the COUNTY receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the COUNTY sufficiently "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 on-going task of the effected staffs of the COUNTY and PROVIDER.

# ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Department of Human and Veterans Service (DHS) contract or issues that arise pertinent to a contract shall be resolved as follows:

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

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

# ARTICLE XIII: NOTICES

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

| PROVIDER:   | COUNTY:   |
|---|---|
| Name:   | Name: Attn:   |
| Title:  | Title: Contract Specialist                            |
| Agency:   | Agency: Human and Veterans Services                   |
| Address: <u>.                                   </u>              | 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 <b>two</b> persons show applicable reports: | wn below are designated and authorized to sign all OR |
| Name (printed/typed)  | Name (printed/typed)                                  |
| Signature   | Signature   |
| Title   | Title   |

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

# ARTICLE XIV: SPECIAL PROVISIONS

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

# ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

**IN WITNESS THEREOF, PROVIDER** and **COUNTY** have caused this <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:  | COUNTY: LEE COUNTY                                      |
|--|---|
| By:  | By:   |
| Name (print)   | Name (print)  |
| (Signature of authorized officer)  | (Signature of authorized officer)                       |
| Title  | Board of County Commissioners Title                     |
| Date   | Date  |
| STATE OF FLORIDA   | ATTEST: CLERK OF CIRCUIT COURT                          |
| COUNTY OF LEE  | By:   |
| The foregoing instrument was acknowledged before me this day of, 2018,   | Title:  |
| by,  | Date:   |
| by,who is personally known to me or who has producedas identification and who $\square$ did ( $\square$ did not) take an oath. |   |
|  | APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY |
| NOTARY: By:  Notary of Public (Signature)  | By:   |
| Notary of Public (Signature)   |   |
| Name (typed)   | Date:   |
|  | OFFICE of the COUNTY ATTORNEY                           |
|  |   |

| Appendix 3 – 2019 Lee County CoC Homeless Funding Project Ranking Tool |
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# FY 2019 Lee County CoC Homeless Funding Project Ranking Tool

| This portion of the ranking tool will be completed by the Collaborative Applicant (Lee County HVS).                      |      | Threshold Requirements |          |          |          |  |  |
|--|------|------------------------|----------|----------|----------|--|--|
|  |      | AGENCY 2               | AGENCY 3 | AGENCY 4 | AGENCY 5 |  |  |
| Applicant attended the Mandatory Pre-Proposal Workshop.  If no, ineligible to apply.                                     | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| Proposal was submitted by deadline.  If no, ineligible to apply.   | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| Applicant is a local government or non-profit organization with 501c3 Status.  If no, ineligible to apply.               | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| Applicant agency has been in operation for at least 12 months prior to application deadline  If no, ineligible to apply. | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| Organization is NOT listed on the excluded parties list.  If no, ineligible to apply.                                    | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| Application is signed by agency official designated to execute contracts  If no, ineligible to apply.                    | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| Eligible to Apply  | □Yes | □Yes                   | □Yes     | □Yes     | □Yes     |  |  |
|  | □No  | □No                    | □No      | □No      | □No      |  |  |
| HVS Review Staff Initial:<br>Date of Threshold Review:   |      |                        |          |          |          |  |  |

# **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.

# **CoC and HMIS Participation**

Agencies that are active and participating members of the CoC and HMIS will receive additional points for their participation.

|   | AGENCY 1 | AGENCY 2 | AGENCY 3 | AGENCY 4 | AGENCY 5 |
|---|----------|----------|----------|----------|----------|
| Applicant regularly attended CoC Governing Board and/or General Membership meetings held between July 1, 2017 and June 30, 2018? HVS will provide attendance records for each agency.  Maximum Point Value: 3   |          |          |          |          |          |
| Applicant agency actively enters data into HMIS as defined by having entered data within the past 90 days (inclusive of any/all of applicants projects using HMIS)  DV Providers prohibited from entering into HMIS will receive maximum points.  HVS Staff will provide list of agency's actively entering data.  Maximum point value: 3 |          |          |          |          |          |
| Applicant's Overall HMIS Data Quality Applicants are required to maintain satisfactory data quality, categories with greater than 10% missing data are considered to have poor data quality.  HVS Staff will provide data quality results for each agency.  Maximum point value: 3  |          |          |          |          |          |

| Project Proposal  The following elements are directly stated in the RFA as required information related to the project proposal.  |          |          |          |          |          |  |
|---|----------|----------|----------|----------|----------|--|
|   | AGENCY 1 | AGENCY 2 | AGENCY 3 | AGENCY 4 | AGENCY 5 |  |
| Housing First and SOAR Implementation: The project will strictly adhere to low barrier and housing first practices, and has a plan to incorporate SOAR assistance and access to mainstream benefits into housing and case management services.  Maximum Point Value: 5  |          |          |          |          |          |  |
| 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   |          |          |          |          |          |  |
| Innovation and Best Practices: 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.  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 of 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>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:</b> 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  |          |          |          |          |          |  |
| Project Outcomes: 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.  Maximum Point Value: 5  |          |          |          |          |          |  |
| 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: 3   |          |          |          |          |          |  |
| BONUS POINTS: Does this project increase the number of beds in the CoC's Geographic area?  Maximum Point Value: 3   |          |          |          |          |          |  |
| Total  Total Available Points = 50  | 0.00     | 0.00     | 0.00     | 0.00     | 0.00     |  |
| Rank:   | 1        | 1        | 1        | 1        | 1        |  |
|   | 1        | 1        | 1        | 1        | 1        |  |
| Reviewer Signature Date of Review   |          |          |          |          |          |  |
| Reviewer Name   |          |          |          |          |          |  |
| Committee Member's Overall Observations/Concerns:   |          |          |          |          |          |  |
|   |          |          |          |          |          |  |