

Notice of Funding Availability (NOFA)
for projects aligned with Lee County's
Opioid Abatement Strategy

RFA Released
Tuesday, September 13, 2022

Applications Due
Friday, November 18, 2022 at 5:00 pm

**Applications must be submitted by email to
Jeannie Sutton at jsutton@leegov.com.**

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

**It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time.
Applications received after 5:00 p.m. will be returned to the applicant and will not be considered.**

This Document can be made available in alternative accessible formats upon request.

**Lee County Human and Veteran Services (HVS)
Notice of Funding Availability (NOFA) for projects aligned with Lee County’s
Opioid Abatement Strategy**

Lee County Human and Veteran Services (HVS) is issuing a Notice of Funding Availability (NOFA) to solicit applications for programs that address the strategies outlined in Lee County’s Opioid Abatement Strategy Summary (Appendix 1).

Florida was the epicenter of the nation’s ongoing prescription drug epidemic, particularly the unregulated pain clinics that is cited as a significant contributor to the opioid problem. Between 2013 and 2017, opioid overdoses rose 800 percent, according to Lee Health. To reduce the opioid abuse the state adopted legislation regulating pain clinics and instituted a prescription drug-monitoring program. To reduce demand for opioids local governments focused less on punishing drug users, spending millions on treatment and prevention programs.

On May 15, 2018, the Florida Attorney General’s Office filed action in state court against some of the nation’s largest opioid manufacturers and distributors for their role in the opioid crisis.

On July 9, 2019, Lee County filed a complaint against pharmaceutical companies in federal court.

On August 6, 2019, the Board awarded the law firm Ferrer Poirot & Wansbrough with a contract to provide legal services seeking to recover any and all damages incurred by the County from the opioid epidemic.

On January 19, 2021, the BoCC approved the Opioid Allocation agreement with the Florida Attorney General (AGO) agreeing to the AGO filing a new lawsuit with the local governments as parties or adding local governments to its existing opioid litigation.

In April 2022, County Administration submitted the Florida Allocation and Statewide Response Agreement to the Florida Office of the Attorney General and designated the Public Safety Coordinating Council as the local task force to address the opioid epidemic. County staff also finalized the abatement plan and interlocal agreement with the City of Cape Coral to ensure adequate infrastructure was in place to effectively implement core abatement strategies, upon the allocation of settlement funds. Funding was awarded to qualifying counties in June of 2022.

Funding Available

The grant term for this application is 5-years.

Applicants must commit to administering the proposed project for the full 5-year term.

Opioid Abatement Funds (Year 1)	\$1,094,041
Opioid Abatement Funds (Year 2)	\$1,571,665
Opioid Abatement Funds (Year 3)	\$1,414,920
Opioid Abatement Funds (Year 4)	\$1,979,340
Opioid Abatement Funds (Year 5)	\$2,075,927

This NOFA 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 NOFA does not represent all of the particular priorities, program components, or funding sources currently/potentially available through local, state, or federal funders and may change upon the release of NOFAs for the various funding sources. HVS reserves the right to apply such changes without further notice to applicants.

Questions Regarding this NOFA

Questions from potential applicants must be submitted via email to Jeannie Sutton at jsutton@leegov.com, should use the subject line “NOFA Questions”, and be received no later than 5:00 pm on **Friday, October 21, 2022**. HVS will compile all questions and answers and provide responses to applicants no later than **5:00 pm, Wednesday, October 26, 2022**.

Successful applications must meet the guidelines provided in this NOFA.
To submit an application for consideration, complete the submission requirements listed here within.

The organization of this RFP is as follows:

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

SECTION I: General Information

Strategic Use and Alignment of Resources

Lee County Human and Veteran Services (HVS) is responsible for ensuring that resources, available to the community to assist those experiencing mental health and substance use disorders. Therefore, HVS reserves the right to match funding opportunities available to the applications received to ensure alignment of resources with community needs and appropriate target populations. All applications received will be evaluated for their appropriateness for each funding opportunity that may be available. HVS reserves the right to award more than one (1) funding source to a selected application if necessary to maximize a project's effectiveness and overall impact.

Funding Priorities

The submitted applications will be evaluated based in part, on the extent, the project is able to demonstrate achievement of the strategies outlined in Lee County's Opioid Abatement Strategic Summary (Appendix 1).

Priority 1: Performance Measures

Lee County performance measures that selected projects must report on (as applicable) to demonstrate progress toward making significant reductions in the use and abuse of opioids.

1. Reduce in the number of fatal overdoses;
2. Reduce in the number of non-fatal overdose Emergency Department visits;
3. Increase distribution and education programs for Naloxone;
4. Increase access to substance use disorder treatment programs for persons who lack income, transportation, and other resources;
5. Reduce infectious disease and other harms associated with drug use.

Proposed projects that clearly describe how the project will improve the performance measures and demonstrate progress toward making significant reductions in the use and abuse of opioids will score higher and receive priority for funding.

Priority 2: Innovation and Evidence Based Programs

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.

Applicants should consider modeling programs after evidence-based initiatives created by the World Health Organization, the Substance Abuse and Mental Health Services Administration or the State of Florida Department of Children and Families Office of Substance Abuse and Mental Health, such as those initiatives linked below.

WHO-UNODC “Stop Overdose Safely (S-O-S)” initiative

<https://www.who.int/initiatives/joint-unodc-who-programme-on-drug-dependence-treatment-and-care/S-O-S-initiative>

SAMHSA Evidence Based Practices Resource Center

<https://www.samhsa.gov/resource-search/ebp?rc%5B0%5D=substances%3A20365>

DCF Recovery Oriented System of Care

<https://www.myflfamilies.com/service-programs/samh/publications/ROSC/>

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 include a mobile or community-based approach will receive **up to 5 bonus points** on their application.

Mobile or community-based services reduce barriers of transportation, physical location, or income that may inhibit an individual from accessing services. Mobile or community-based programs must be able to be carried out in a location that is best suited to the individual being provided the service, including, but not limited to: homeless encampments, an individual’s residence, or at other community service provides (i.e. emergency shelters, transitional housing facilities, day centers, etc.).

Priority 3: Strategic Partnerships

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

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

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

Project Completion Timeframes

For most project types, the Proposed Project should be able to be operational within 6 months following the award of funding.

Critical Dates and Timeline

Tuesday, September 13, 2022		HVS Issued Request for Applications for projects aligned with Lee County's Opioid Abatement Strategy
Wednesday, October 12, 2022	1:00 PM	<p>Optional Pre-Application Meeting</p> <p>Microsoft Teams meeting</p> <p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 238 928 563 245</p> <p>Passcode: 6av7Pn</p> <p>Download Teams Join on the web</p> <p>Or call in (audio only)</p> <p>+1 321-414-2159,,172716800# United States, Orlando</p> <p>Phone Conference ID: 172 716 800#</p> <p>Find a local number Reset PIN</p>
Friday, October 21, 2022	5:00 PM	Deadline for questions regarding NOFA
Wednesday, October 26, 2022	5:00 PM	Responses to NOFA Questions
Friday, November 18, 2022	5:00 PM	SUBMISSION DEADLINE – Project Applications
Wednesday, November 30, 2022	1:00 PM	<p>Performance, Evaluation, and Ranking Committee</p> <p>Members will meet to score each project application using the published Scoring Criteria.</p> <p>Microsoft Teams meeting</p> <p>Join on your computer or mobile app</p> <p>Click here to join the meeting</p> <p>Meeting ID: 285 082 534 446</p> <p>Passcode: BK2nzz</p> <p>Download Teams Join on the web</p> <p>Or call in (audio only)</p> <p>+1 321-414-2159,,363481503# United States, Orlando</p> <p>Phone Conference ID: 363 481 503#</p> <p>Find a local number Reset PIN</p>
Friday, December 23, 2022	5:00 PM	Notice of Conditional Selection or Non-Selection to all project applicants.

Applicant Eligibility

All public (local government) and private non-profit agencies that currently provide services, as well as those that want to expand to provide services, for persons experiencing mental health, substance use or co-occurring disorders 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.

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 reduce abuse of opioids in Lee County.

Projects acceptable under this request include:

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

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

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

A total of \$8,135,893 is available annually over a 5-year grant term.

Applicants must commit to administering the proposed project for the full 5-year term.

Opioid Abatement Funds (Year 1-2023)	\$1,094,041
Opioid Abatement Funds (Year 2-2024)	\$1,571,665
Opioid Abatement Funds (Year 3-2025)	\$1,414,920
Opioid Abatement Funds (Year 4-2026)	\$1,979,340
Opioid Abatement Funds (Year 5-2027)	\$2,075,927

Eligible Activities

The following activities may be funded through this application.

NOTE: Activities are listed in order of priority.

1. Harm Reduction Programs; (5 bonus points)
2. Medication Assisted Treatment programs; (5 bonus points)
3. School-based programs to treat and prevent substance use disorders among youth; (3 bonus points)
4. Community-based treatment, prevention and recovery programs for adults and youth at risk of or experiencing substance abuse or co-occurring disorders; (3 bonus points)
5. Programs that provide education and opportunities for the distribution of overdose reversal medications; and (0 bonus points)
6. Programs that provide education and opportunities for the proper disposal of unused and expired prescription drugs. (0 bonus points)

All projects must meet all Federal and State requirements.

Federal Guidelines for Opioid Treatment Programs:

<https://store.samhsa.gov/product/Federal-Guidelines-for-Opioid-Treatment-Programs/PEP15-FEDGUIDEOTP>

Resources for Opioid Treatment Providers:

<https://www.hhs.gov/opioids/treatment/resources-opioid-treatment-providers/index.html>

Federal Opioid Treatment Standards:

<https://www.law.cornell.edu/cfr/text/42/8.12>

Federal Standards for Medication Assisted Treatment:

<https://www.ecfr.gov/current/title-42/chapter-I/subchapter-A/part-8>

Eligible Costs

The following costs are eligible through this application:

1. Case Management and Peer Support Staff
2. Nursing Staff
3. Clinical Staff
4. Peer Specialist Certification
5. Mobile Service Delivery Vehicles
6. Mileage and costs associated with vehicles
7. Computers, Phones, etc. that will be used by program staff
8. Program related supplies (i.e. harm reduction materials, PPE, Medications)
9. Marketing and Educational Materials
10. Administrative expenses (accounting costs, contract management costs, facility costs) – *Limited to 10% of total request*
11. Other expenses may be submitted for consideration in the “Other” section of the budget template below.

SECTION III: Funding Guidelines

Administrative Costs

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

Funding Source	Maximum Percent of Admin Allowed
Opioid Abatement Funding	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

No match is required for this funding.

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

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

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

Nondiscrimination – All funded agencies must ensure that all persons have fair and equal access to all forms of assistance regardless of race, color, national origin, age, sex, familial status, religious preference, disability, type or amount of disability, gender identity, perceived gender identity, marital status, sexual orientation, or perceived sexual orientation. These non-discriminatory practices apply to employment and contracting as well as to marketing, and selection of project participants. Programs funded through this funding must practice a person-centered model that incorporates participant choice and inclusion of all geographic areas and subpopulations in Lee County, including persons who are 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.

Programs funded through this funding must operate 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.

Funded agencies must maintain records demonstrating compliance with the nondiscrimination and equal opportunity requirements, 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. Funded agencies must have an affirmative marketing plan that demonstrates how the agency conducts outreach to persons who are least likely to access services, including those who represent BIPOC subpopulations.

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 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 individuals and families are connected to appropriate supportive services including permanent housing, mental health treatment, physical health treatment, counseling, case management, supervision, recovery group and other services essential for achieving maintaining sobriety and stability. Additionally, agencies must assure that clients 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. *Lee County encourages a "warm hand-off" model, which ensures transfer of client and referral information directly to the receiving case manager, and prevents missed service connections.*

Confidentiality – Agencies must comply with confidentiality requirements and privacy protections outlined in HIPPA: <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>

Participation in Homeless Continuum of Care (CoC) and Behavioral Health Collaborative Systems – Any agency awarded funding through this NOFA is **required** to

- 1) actively participate in the homeless CoC including attendance at the monthly CoC committee meetings,
- 2) actively participate in any Behavioral Health collaborative systems that exist in Lee County, and
- 3) accept referrals for all funded programs through the Homeless Coordinated Entry System, and any Behavioral Health collaborative systems that exist in Lee County.

Minimum Funding Request

The minimum funding request for any project is **\$500,000**. HVS reserves the right to award more or less than the amount of funds requested based on funding available.

SECTION IV: Application Evaluation and Selection

Threshold Requirements

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

Fatal Flaws

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

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

Application Review, Scoring and Conditional Selection Process

Applications that meet threshold criteria will be forwarded to the 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 Ranking and Reallocation Policies and 2022 Lee County Opioid Abatement Funding Project Ranking Tool (**Appendix 3**).

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

Notice of Conditional Selection Decision

HVS staff will provide written notice regarding the conditional selection decision to each applicant by **Tuesday, December 6, 2022, at 5:00 pm.**

Post Award Requirements

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

SECTION V: Application Forms

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

1. Applicant Information

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

2. Project Information

Project Name:	
Project Address (<i>if different from organization address</i>):	
This is a/an: <input type="checkbox"/> New Project or <input type="checkbox"/> Expanded Project	
Total Funding Requested for this Project: \$ _____	
Number of Persons to be Served: _____	
Project Type (<i>check as many as applicable below</i>):	
<input type="checkbox"/> Medication Assisted Treatment	<input type="checkbox"/> Education Program
<input type="checkbox"/> Harm Reduction	<input type="checkbox"/> Recovery
<input type="checkbox"/> Treatment (other than medication assisted) (specify model): _____	
<input type="checkbox"/> Overdose Reversal Medication Distribution	<input type="checkbox"/> Disposal of Unused for Expired Prescription Drugs
<input type="checkbox"/> Other (please specify):	

Target Population (check as many as applicable below):	
<input type="checkbox"/> Chronically Homeless <input type="checkbox"/> Single Individuals <input type="checkbox"/> Victims of Domestic Violence <input type="checkbox"/> LGBTQI+ Individuals/Families/Youth <input type="checkbox"/> Other: _____	<input type="checkbox"/> Families <input type="checkbox"/> Unaccompanied Youth (ages 18-24) <input type="checkbox"/> Veterans <input type="checkbox"/> Individuals with Serve and Persistent Mental Illness
Target Service Location (check as many as applicable below):	
<input type="checkbox"/> City of Cape Coral <input type="checkbox"/> City of Fort Myers <input type="checkbox"/> City of Bonita Springs <input type="checkbox"/> City of Sanibel	<input type="checkbox"/> Town of Fort Myers Beach <input type="checkbox"/> Unincorporated Lee County <input type="checkbox"/> All of Lee County <input type="checkbox"/> Other: _____
Is this project using a mobile based treatment model?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

3. Certification

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative:

Signature: _____

Typed Name: _____

Title: _____ Date: _____

4. Project Description

Narrative response must include:

- sufficient information to understand the scope of the project, the number and type of clients to be served, the services to be provided and the cost of the proposed activities;
- how the project will follow an evidence-based program model or creates an innovative approach to reducing opioid abuse; and
- the project's plan to coordinate with housing providers, workforce development boards, and physical and behavioral healthcare organizations to provide housing and supportive services.

Limit response to 2,000 words.

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

5. Quality of Service Questionnaire

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

1. Describe how the project aligns with Lee County's Opioid Abatement Strategic Summary (Appendix 1).
2. Explain how your agency is actively participating in the Homeless Continuum of Care (CoC) and existing Behavioral Health systems in Lee County, and how this project will integrate with those systems.
3. Describe your procedure for assessing participant's needs and making client referrals to other service providers. Describe how you ensure that participants are connected to the services they request.
4. Describe how the project will provide connections to permanent supportive solutions, include the extent to which this project will connect client to mainstream services (i.e. food stamps, SSI/SSDI, Medicare/Medicaid, physical health care, mental health care, substance abuse treatment, recovery support groups, public housing, childcare providers, etc.) and community based supports (i.e. volunteer opportunities, faith based organizations, civic groups, etc.) to ensure long term stability.
5. Explain how your agency engages persons with lived experience (i.e. previously or currently homeless, previously or currently experiencing MH/SUD, etc.) and historically marginalized groups (i.e. black, indigenous, people of color, LGBTQ+ populations, etc.) in the design and evaluation of programs and services. Include the number of persons engaged and their role.
6. Explain your agency's experience providing services to individuals and families who have substance use or co-occurring disorders, 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 barriers (i.e. no income, no insurance, no transportation, etc.) to services for individuals and families who have substance use or co-occurring disorders.
8. Describe how your agency evaluates program success.
9. Describe how the agency will continue to provide quality services in the community in the case of reduced or loss of funding.

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 *must* include the following criteria:

- Identify sources of leveraged 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 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 additionally provide services, other than those eligible under the funding in this application, clearly denote the type of other services or programs and the funding sources.

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

8. Budget 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 <https://www.leegov.com/dhs/funding/rfp>.*

Budget Template

Notice of Funding Availability #11-2022-OAS

Complete ONLY BLUE fields. Do not edit grey fields.

Year 1 (January 1, 2023 to December 31, 2023)		
Eligible Costs	Quantity AND Description <i>(max 400 characters)</i>	Annual Assistance Requested
Case Management		
Peer Support Staff		
Nursing Staff		
Peer Specialist Certifications		
Mobile Service Delivery Vehicles and Associated Costs <i>(i.e. mileage, maintenance, etc.)</i>		
Computers, Phones, and other equipment for program staff		
Program Related Supplies <i>(i.e. harm reduction materials, PPE, medications)</i>		
Marketing and Educational Materials		
Other Expenses		
Other Expenses		
Other Expenses		
Subtotal Requested		\$ -
Admin Requested (max of 10%) <i>(i.e. accounting costs, contract management costs, facility costs)</i>		
Total Amount Requested Year 1 (2023)		\$ -

Year 2 (January 1, 2024 to December 31, 2024)		
Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
Case Management		
Peer Support Staff		
Nursing Staff		
Peer Specialist Certifications		
Mobile Service Delivery Vehicles and Associated Costs (i.e. mileage, maintenance, etc.)		
Computers, Phones, and other equipment for program staff		
Program Related Supplies (i.e. harm reduction materials, PPE, medications)		
Marketing and Educational Materials		
Other Expenses		
Other Expenses		
Other Expenses		
Subtotal Requested		\$ -
Admin Requested (max of 10%) <i>(i.e. accounting costs, contract management costs, facility costs)</i>		
Total Amount Requested Year 2 (2024)		\$ -

Year 3 (January 1, 2025 to December 31, 2025)		
Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
Case Management		
Peer Support Staff		
Nursing Staff		
Peer Specialist Certifications		
Mobile Service Delivery Vehicles and Associated Costs (i.e. mileage, maintenance, etc.)		
Computers, Phones, and other equipment for program staff		
Program Related Supplies (i.e. harm reduction materials, PPE, medications)		
Marketing and Educational Materials		
Other Expenses		
Other Expenses		
Other Expenses		
Subtotal Requested		\$ -
Admin Requested (max of 10%) <i>(i.e. accounting costs, contract management costs, facility costs)</i>		
Total Amount Requested Year 3 (2025)		\$ -

Year 4 (January 1, 2026 to December 31, 2026)

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
Case Management		
Peer Support Staff		
Nursing Staff		
Peer Specialist Certifications		
Mobile Service Delivery Vehicles and Associated Costs (i.e. mileage, maintenance, etc.)		
Computers, Phones, and other equipment for program staff		
Program Related Supplies (i.e. harm reduction materials, PPE, medications)		
Marketing and Educational Materials		
Other Expenses		
Other Expenses		
Other Expenses		
Subtotal Requested		\$ -

Admin Requested (max of 10%) <i>(i.e. accounting costs, contract management costs, facility costs)</i>	
--	--

Total Amount Requested Year 4 (2026)	\$ -
---	-------------

Year 5 (January 1, 2027 to December 31, 2027)		
Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
Case Management		
Peer Support Staff		
Nursing Staff		
Peer Specialist Certifications		
Mobile Service Delivery Vehicles and Associated Costs (i.e. mileage, maintenance, etc.)		
Computers, Phones, and other equipment for program staff		
Program Related Supplies (i.e. harm reduction materials, PPE, medications)		
Marketing and Educational Materials		
Other Expenses		
Other Expenses		
Other Expenses		
Subtotal Requested		\$ -
Admin Requested (max of 10%) <i>(i.e. accounting costs, contract management costs, facility costs)</i>		
Total Amount Requested Year 5 (2027)		\$ -

10. Project Outcomes

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

Performance Measure	Baseline Data <i>(must include source)</i>	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
1. Reduced number of fatal overdoses;			
2. Reduced number of EMS overdose responses;			
3. Reduced number of non-fatal overdose Emergency Department visits;			
4. Reduced number of non-fatal overdose Emergency Department hospitalizations;			
5. Increase distribution and education programs for Naloxone;			
6. Increase access to substance use disorder treatment programs for persons who lack income, transportation, and other resources;			
7. Increase in patients receiving medication-assisted treatment.			
8. Reduce infectious disease and other harms associated with drug use.			
9. OTHER: _____			
If awarded, applicants will be required to submit detailed reports include de-identified and de-duplicated demographic, service, health, and outcome data.			

11. Required Attachments

- a. Documentation of Partnerships – MOUs, Letters of Commitment or Contracts
- b. Applicants Annual Operating Budget
- c. Proof of 501c3 Status

12. Completeness Checklist

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

<u>Application Forms and Attachments</u>	<u>Page #</u>
<u>Project Name:</u>	
<u>Project Applicant:</u>	
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1. Applicant Information	
2. Project Information	
3. Certification	
4. Project Description	
5. Quality of Service Questionnaire	
6. Ability to Complete Activities Outline	
7. Budget Narrative	
8. Budget and Match Form	
9. Project Outcomes	
10. Required Attachments	
a. Documentation of Partnerships – MOUs, Letters of Commitment or Contracts	
b. Applicants Annual Operating Budget	
g. Proof of 501c3 Status	

SECTION VI: APPENDICES

Appendix 1 – Lee County’s Opioid Abatement Strategic Summary



Lee County
Southwest Florida

OPIOID ABATEMENT STRATEGY SUMMARY

LEE COUNTY GOVERNMENT

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Background

Florida was the epicenter of the nation's ongoing prescription drug epidemic, particularly the unregulated pain clinics that is cited as a significant contributor to the opioid problem. Between 2013 and 2017, opioid overdoses rose 800 percent, according to Lee Health. To reduce the opioid abuse the state adopted legislation regulating pain clinics and instituted a prescription drug-monitoring program. To reduce demand for opioids local governments focused less on punishing drug users, spending millions on treatment and prevention programs.

On May 15, 2018, the Florida Attorney General's Office filed action in state court against some of the nation's largest opioid manufacturers and distributors for their role in the opioid crisis.

On July 9, 2019, Lee County filed a complaint against pharmaceutical companies in federal court.

On August 6, 2019, the Board awarded the law firm Ferrer Poirot & Wansbrough with a contract to provide legal services seeking to recover any and all damages incurred by the County from the opioid epidemic.

On January 19, 2021, the BoCC approved the Opioid Allocation agreement with the Florida Attorney General (AGO) agreeing to the AGO filing a new lawsuit with the local governments as parties or adding local governments to its existing opioid litigation.

In April 2021, County Administration submitted the Florida Allocation and Statewide Response Agreement to the Florida Office of the Attorney General and designated the Public Safety Coordinating Council as the local task force to address the opioid epidemic. County staff also finalized the abatement plan and interlocal agreement with the City of Cape Coral to ensure adequate infrastructure was in place to effectively implement core abatement strategies, upon the allocation of settlement funds.

Task Force

The Florida Opioid Allocation and Statewide Response Agreement requires that County's establish an opioid taskforce or other similar board, commission, council or entity, including some existing sub-unit of the County's government responsible for substance abuse prevention, treatment, or recovery of which it is a member, or it operates in connection with its municipalities or others on a local or regional basis. For this purpose, Lee County has designated the Public Safety Coordinating Council as the local task force to address the opioid epidemic.

Public Safety Coordinating Council

The Lee County Public Safety Coordinating Council (PSCC) was established in accordance with Florida Statue 951.26. The council consists of the state attorney, the public defender, the chief circuit judge, chief county judge, chief correctional officer, sheriff, state probation circuit administrator, chairperson of the county commissioners, county probation or pretrial director, director of a local substance abuse treatment provider and a representative from county and state job programs who work with offenders and victims.

The council meets quarterly for the purpose of assessing population status of the county jail and formulating recommendations to ensure that the capacities of the facility are not exceeded. PSCC meetings also provide progress updates related to current initiatives such as specialty courts (mental health, veterans, and drug), the Lee County Sheriff's Offices reentry initiative, pre-trial release programs, substance abuse and behavioral health programs, the Bob Janes Empowerment Center (a jail diversion shelter), as well as other activities aimed at reducing the number of individuals with mental health and substance use disorders involved in the criminal justice system.

The PSCC makes recommendations and assessments of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within the county jail. Discussions also include agency initiatives during the reporting period to reduce overcrowding to include jail management, differentiated case management and early identification of appropriate diversion candidates.

Key Stakeholders

Making significant reductions in the use and abuse of opioids in Lee County requires as community-wide collaboration and capacity to identify, implement, and sustain strategies that address outreach, engagement, and assessment, prevention, diversion, treatment, discharge planning, and long-term recovery to prevent recidivism for individuals impacted by opioid use disorder. This community-based approach includes but is not limited to, partnerships with local substance abuse and mental health providers, education and prevention groups, persons with lived experience, law enforcement, health system, justice systems, homelessness response systems, and emergency medical services.

As a result of growing community concerns surrounding the abuse of opioids, the Public Safety Coordinating Council (PSCC), Law Enforcement entities, Health System, County Government, and other community leaders support the Core Abatement Strategies outlined here within. Lee County is committed to engaging these, and other, key stakeholders to further develop the abatement strategies and action steps as community needs change and resources become available.

Core Abatement Strategies

Strategy 1: Updated Sequential Intercept Mapping and Improved Behavioral Health System Design

Numerous members of the PSCC participated in a Sequential Intercept Mapping (SIM) project facilitated by the Criminal Justice, Mental Health and Substance Abuse Technical Assistance Center at Florida Mental Health Institute in 2016 (report issued in June 2016). The mapping identified the continual need for diversion from arrest/incarceration and inappropriate hospitalization, as well as the need to expand the traditional referral sources to include referrals from the Court system to alleviate unnecessary prolonged incarceration for those who have already been arrested and jailed and the need for supportive housing. Instead of arrest and incarceration or continued incarceration, the individuals could be admitted to the Bob Janes Empowerment Center where they receive shelter and access to behavioral health services.

The PSCC and the Governing Board of the Bob Janes Empowerment Center endorsed the expansion of referral sources into the Bob Janes Empowerment Center as a result of the 2016 SIM. New referrals sources included Specialty Courts (currently Mental Health & Veterans) and during the First Appearance process for those individuals identified as repeat offenders with multiple arrests and jail stays, often-prolonged stays.

To further evaluate and expand the behavioral health response system in Lee County, the PSCC and the Governing Board of the Bob Janes Empowerment Center have begun the planning process to conduct another SIM project facilitated by the Criminal Justice, Mental Health and Substance Abuse Technical Assistance Center at Florida Mental Health Institute. This SIM will take a broader approach to evaluating the mental health and substance abuse treatment system, focusing on the development of a plan for the integration of all Core Elements of a Behavioral Health Continuum of Care Model:

- Outreach, engagement, and assessment;
- Prevention and Diversion Strategies;
- Treatment;
- Discharge Planning; and
- Long Term Recovery to Prevent Recidivism.

Strategy 1 will be accomplished through the following action step(s):

Action Step 1:

Complete an expanded SIM project to develop a plan for the integration of all Core Elements of a Behavioral Health Continuum of Care Model.

Action Step 2:

Implement a coordinated system of care to address behavioral health needs in Lee County¹.

¹ <https://www.leegov.com/dhs/funding>

Strategy 2: Expanded Prevention and Education Programs

The Lee County Chapter of the National Alliance on Mental Illness (NAMI) Lee County participates on the PSCC, and provides programs, services, and community outreach such as: support groups; education courses for peers and family members throughout the community; facilitator training classes; peer specialist services and an Information/Referral Helpline. Trainings are provided that educate partner agencies and community members on how to recognize and appropriately respond and treat behavioral health issues.

The Lee County Coalition for a Drug-Free Southwest Florida has adopted a public health approach for reducing underage drinking and substance abuse related problems in Lee County. This model recognizes that no institution or organization alone can address these issues; it is only through strong community support and partnerships that we will be able to create sustainable community-wide change. The Coalition has developed a strategic plan² that brings together information from a wide range of sources regarding the nature of substance abuse in the community, the factors that contribute to substance abuse in Lee County, and the costs and consequences of substance abuse. The goal of this planning process is to create a shared vision and a community strategic plan to address the issues that are specific to the needs of Lee County.

Both NAMI and the Lee County Coalition for a Drug-Free Southwest Florida identify prevention and education as key initiatives for reducing substance abuse in Lee County.

Strategy 2 will be accomplished through the following action step(s):

Action Step 1:

Expand school-based programs that provide youth with decision-making skills and methods of controlling their moods and impulses.

Action Step 2:

Expand community-based programs for adults and youth with substance abuse, mental health and co-occurring disorders, specifically those programs which are evidence based and supported with the Substance Abuse and Mental Health Services Administration.

Action Step 3:

Expand programs that provides education and opportunities for the proper disposal of unused and expired prescription drugs.

² <https://www.drugfreeswfl.org/wp-content/uploads/2017/11/7233e7c12f4bd2b31652a8a1b9feob7f.pdf>

Strategy 3: Increased Use of Overdose Reversal Medications

The Lee County department of health, law enforcement partners, and emergency medical services has widely adopted the use of overdose reversal medications. Lee County Coalition for a Drug-Free Southwest Florida also distributed Narcan to individuals and community partners.

Strategy 3 will be accomplished through the following action step(s):

Action Step 1:

Expanded training for first responders, schools, community support groups and families.

Action Step 2:

Increase distribution to individuals who are at risk or residing with someone who is at risk of overdose.

Strategy 4: Increase Access to Medication Assisted Treatment (MAT)

MAT provides treatment for alcohol use disorders and opioid use disorders that includes the use of medication along with counseling and other support. Salus Care's Medication Assisted Treatment clinic, led by addiction psychiatrist and medical director of substance abuse and outpatient psychiatry Dr. Zaheer Aslam, is staffed by a psychiatric advanced practice registered nurse (APRN) and others, including care coordinators who link patients with community resources, provide case management and needed therapy. Peer specialists are also available to share personal experiences and triumphs, thus creating a sense of encouragement and possibilities for patients.³

Operation PAR also provide MAT in Lee County. For individuals addicted to opiates (pain pills, heroin, Oxycontin, etc.) Operation PAR's MAPS have a proven track record for improving the quality of life for patients. We offer Methadone Maintenance, Methadone Detox, Buprenorphine Maintenance and Detox, and other medication assisted treatments.⁴

Strategy 4 will be accomplished through the following action step(s):

Action Step 1:

Expanded training for first responders, schools, community support groups and families

Action Step 2:

Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

³ <https://www.saluscareflorida.org/treatment-services/adults/>

⁴ <http://www.operationpar.org/services/medication-services/>

Strategy 5: Develop and Implement Harm Reduction Programs

Harm reduction is endorsed by the Substance Abuse and Mental Health Services administration as a critical component “to keeping people who use drugs alive and as healthy as possible and is a key pillar in the multi-faceted Health and Human Services’ Overdose Prevention Strategy....Harm reduction approaches have proven to prevent death, injury, disease, overdose, and prevent substance misuse or disorder. Harm reduction is an effective approach to addressing the public health epidemic involving substance use as well as infectious disease and other harms associated with drug use.”⁵

Needle or Syringe exchange programs are commonly referred to as Syringe Services Programs or SSPs. The focus of SSPs is to reduce the spread of disease (harm reduction), and to link individuals with testing, prevention, and treatment resources. While syringe exchange is a component of SSPs, the most vital outcome of the program is the ability to engage populations that often remain hidden and would not otherwise seek assistance. Other program components that assist with this include:

- Referral to substance use disorder treatment programs.
- Screening, care, and treatment for viral hepatitis and HIV.
- Education about overdose prevention and safer injection practices.
- Vaccinations, including those for hepatitis A and hepatitis B.
- Screening for sexually transmitted diseases.
- Abscess and wound care.
- Naloxone distribution and education.
- Referral to social, mental health, and other medical services.⁶

Programs do not provide controlled substances or drugs of any kind. Due to one-to-one exchange requirements, the program does not increase the number of needles in circulation.

“SSPs reduce health care costs by preventing HIV, viral hepatitis, and other infections, including endocarditis, a life-threatening heart valve infection. The estimated lifetime cost of treating one person living with HIV is more than \$450,000. Hospitalizations in the U.S. for substance-use-related infections cost over \$700 million each year. SSPs reduce these costs and help link people to treatment to stop using drugs.”⁷

Strategy 5 will be accomplished through the following action step(s):

Action Step 1:

Provide comprehensive syringe services programs with more wrap-around services, including linkage to Opioid Use Disorder treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

⁵ <https://www.samhsa.gov/find-help/harm-reduction>

⁶ <https://www.cdc.gov/ssp/syringe-services-programs-faq.html>

⁷ <https://www.cdc.gov/ssp/syringe-services-programs-faq.html>

Appendix 2 – Sample Contract Document

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

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

ARTICLE I: SCOPE OF SERVICES

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

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

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

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

ARTICLE II: TERM OF CONTRACT

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

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

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

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

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

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

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

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

B. Deferred Payment/Return of Funds

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

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

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

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

C. **Contract Deliverables**

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

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

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

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

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

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

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

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

QuickBooks; Profit/Loss Statement.

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

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

2. Required Documents

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

D. Contract Closeout

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

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

B. Audits and Inspections

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

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

C. Records

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

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

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

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

D. Independent Audit

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

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

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

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

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

ARTICLE V: **AMENDMENTS**

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

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

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

ARTICLE VI: **CONTRACTOR STATUS**

A. Independent Contractor

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

B. Subcontracts

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

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

ARTICLE VII: CONFLICT OF INTEREST

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

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

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

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

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

B. Insurance Requirements

Insurance – Nonprofit Providers

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

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

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

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

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

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

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

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

Insurance – Government/Municipality

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

C. Notice of cancellation or modification

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

ARTICLE IX: SUSPENSION/TERMINATION

A. Suspension

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

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

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

B. Termination by COUNTY

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

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

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

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

C. Termination by PROVIDER

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

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

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

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

IMMIGRATION LAWS:

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

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

OTHER REQUIREMENTS:

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

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

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

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

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

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

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

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

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

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

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

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

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

ARTICLE XIII: NOTICES

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

PROVIDER:

Name: _____
 Title: _____
 Agency: _____
 Address: _____
 Telephone: _____
 Fax: _____
 E-Mail : _____

COUNTY:

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

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

Name (printed/typed)

Signature

OR _____
Name (printed/typed)

Signature

Title

Title

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

ARTICLE XIV: SPECIAL PROVISIONS

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

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

STATE OF FLORIDA
COUNTY OF _____

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

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

ATTEST:
CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

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

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

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

By: _____

Date: _____
OFFICE of the COUNTY ATTORNEY

Appendix 3 – 2022 Lee County Project Ranking Tool

2022-2027 Lee County Project Ranking Tool

<p style="text-align: center;"><i>This portion of the ranking tool will be completed by HVS.</i></p>	<p style="text-align: center;">Threshold Requirements</p>
<p style="text-align: center;">Proposal was submitted by deadline. <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">Applicant is a non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">Applicant agency has been providing direct services for at least 12 months prior to application deadline. <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">Organization is NOT listed on the excluded parties list. (www.sam.gov) <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">Application is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">The Applicant is a legally formed entity qualified to do business in the state of Florida. <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">The Project is consistent with Lee County's Opioid Abatement Strategic Summary. <i>If no, ineligible to apply.</i></p>	<p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p style="text-align: center;">Eligible to Apply</p>	
<p style="text-align: center;">Review Staff Initial: Date of Threshold Review:</p>	

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.*

<p align="center">Priority 2: Innovation and Evidence Based Programs</p> <p>2. Project Information: Project is providing Medication Assisted Treatment or Harm Reduction activities.</p> <p align="right">Maximum Point Value: 5</p>	
<p align="center">Priority 2: Innovation and Evidence Based Programs</p> <p>2. Project Information: Project is providing school-based programs to treat and prevent substance use disorders among youth or community-based treatment, prevention and recovery programs for adults and youth at risk of or experiencing substance abuse or co-occurring disorders</p> <p align="right">Maximum Point Value: 3</p>	
<p align="center">Priority 2: Innovation and Evidence Based Programs</p> <p>2. Project Information: Project is providing mobile or community-based services reduce barriers of transportation, physical location, or income that may inhibit an individual from accessing services. Mobile or community-based programs must be able to be carried out in a location that is best suited to the individual being provided the service, including, but not limited to: homeless encampments, an individual’s residence, or at other community service provides (i.e. emergency shelters, transitional housing facilities, day centers, etc.).</p> <p align="right">Maximum Point Value: 5</p>	
<p align="center">Priority 2: Innovation and Evidence Based Programs</p> <p>4. Project Description: The project demonstrates a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible and based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project plans to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p> <p align="right">Maximum Point Value: 10</p>	
<p align="center">Priority 1: Performance Measures</p> <p>5. Quality of Service - Questions 1& 2: Project aligns with Lee County's Opioid Abatement Strategic Summary. The Agency is well integrated or has a clear plan to integrate with the Homeless CoC and existing Behavioral Health Systems.</p> <p align="right">Maximum Point Value: 10</p>	
<p align="center">Priority 3: Strategic Partnerships</p> <p>5. Quality of Service - Questions 3-5: The project demonstrates a holistic and comprehensive approach to address an individuals needs. They have a clear plan and process for connecting individuals to permanent community based solutions to ensure long term stability. The agency regularly engages and receives feedback from persons with lived experience. The program was design with meaningful input from persons with lived experience and historical marginalized groups.</p> <p align="right">Maximum Point Value: 15</p>	

<p style="text-align: right;">Agency Capacity</p> <p>5. Quality of Service - Questions 6-9: The agency demonstrates extensive experience providing services for persons who have substance use or co-occurring disorders. The agency has a track record of removing traditional barriers to provide services to individuals. The agency is accredited and/or conducts regular internal performance evaluation and improvement processes. The agency has the capacity to continue to provide services, should the funding through this NOFA be discontinued.</p> <p style="text-align: right;">Maximum Points Available: 15</p>	
<p style="text-align: right;">Timeliness</p> <p>6. Ability to Complete Activities: The agency demonstrates the ability to begin the activities within 6 months after award notification is received. The project has a clear plan for spending and reporting.</p> <p style="text-align: right;">Maximum Point Value: 7</p>	
<p style="text-align: right;">Budget</p> <p>7&8. Budget Narrative and Form: The project is financially feasible. The agency will leverage funds to provide expanded services. The costs listed are eligible and reasonable.</p> <p style="text-align: right;">Maximum Point Value: 10</p>	
<p style="text-align: right;">Priority 1: Performance Measures</p> <p>10. Project Outcomes: The project outcomes demonstrate a meaningful reduction or increase in the specified measure. The proposed project outcomes are reasonable given the funding being requested. The agency clearly describes how outcomes will be achieved. The agency provided baseline data and sources.</p> <p style="text-align: right;">Maximum Point Value: 15</p>	
<p>Overall Proposal Presentation: The proposal is organized, and adheres to NOFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. All required attachments are included.</p> <p style="text-align: right;">Maximum Point Value: 5</p>	
Total	0.00
Total Available Points = 100	

Category	Objective	Maximum Point Value	Rubric
Priority 2: Innovation and Evidence Based Programs 2. Project Information	Project is providing Medication Assisted Treatment or Harm Reduction activities.	5	5 Project is providing Medication Assisted Treatment or Harm Reduction activities. 0 Project is NOT providing Medication Assisted Treatment or Harm Reduction activities.
Priority 2: Innovation and Evidence Based Programs 2. Project Information	Project is providing school-based programs to treat and prevent substance use disorders among youth or community-based treatment, prevention and recovery programs for adults and youth at risk of or experiencing substance abuse or co-occurring disorders	3	3 Project is providing school-based programs to treat and prevent substance use disorders among youth or community-based treatment, prevention and recovery programs for adults and youth at risk of or experiencing substance abuse or co-occurring disorders 0 Project is NOT providing school-based programs to treat and prevent substance use disorders among youth or community-based treatment, prevention and recovery programs for adults and youth at risk of or experiencing substance abuse or co-occurring disorders
Priority 2: Innovation and Evidence Based Programs 2. Project Information	Project is providing mobile or community-based services reduce barriers of transportation, physical location, or income that may inhibit an individual from accessing services. Mobile or community-based programs must be able to be carried out in a location that is best suited to the individual being provided the service, including, but not limited to: homeless encampments, an individual's residence, or at other community service provides (i.e. emergency shelters, transitional housing facilities, day centers, etc.).	5	5 Project is providing mobile or community-based services. 0 Project is NOT providing mobile or community-based services.

<p>Priority 2: Innovation and Evidence Based Programs 4. Project Description</p>	<p>The project demonstrates a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible and based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project plans to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p>	<p>10</p>	<p>9-10 The project demonstrates a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible and based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project plans to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p> <p>7-8 The project demonstrates a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible and based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project does NOT plan to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p> <p>4-6 The project demonstrates a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible, but is NOT based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project does NOT plan to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p> <p>0-3 The project does NOT demonstrate a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible, but is NOT based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project does NOT plan to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p>
<p>Priority 1: Performance Measures 5. Quality of Service - Questions 1& 2</p>	<p>The project demonstrates a comprehensive approach to address opioid use and abuse in Lee County. The project is feasible and based on a national best practice, evidence-based program, or creates an innovative evidence-producing model. The project plans to coordinate with other service providers to approach recovery holistically and based on the individuals needs.</p>	<p>10</p>	<p>9-10 The project addresses an existing gap in the community. The project has a clear plan to ensure that persons benefiting from the project are connected to other community resources. The project is feasible in timeline, budget, and all other areas.</p> <p>7-8 The project addresses an existing gap in the community. The project has a clear plan to ensure that persons benefiting from the project are connected to other community resources. The project is feasible in budget, but not in timeline or some other areas.</p> <p>4-6 The project addresses an existing gap in the community. The project has states it will connect persons benefiting from the project to other community resources, but does not specify how. The project is feasible in budget, but not in timeline or some other areas.</p> <p>0-3 The project addresses an existing gap in the community. The project has states it will connect persons benefiting from the project to other community resources, but does not specify how. The project is NOT feasible in budget, timeline or some other areas.</p>

<p>Priority 3: Strategic Partnerships 5. Quality of Service - Questions 3-5</p>	<p>The project demonstrates a holistic and comprehensive approach to address an individuals needs. They have a clear plan and process for connecting individuals to permanent community based solutions to ensure long term stability. The agency regularly engages and receives feedback from persons with lived experience. The program was design with meaningful input from persons with lived experience and historical marginalized groups.</p>	<p>15</p>	<p>12-15 The project demonstrates a holistic and comprehensive approach to address an individuals needs. They have a clear plan and process for connecting individuals to permanent community based solutions to ensure long term stability. The agency regularly engages and receives feedback from persons with lived experience. The program was design with meaningful input from persons with lived experience and historical marginalized groups.</p> <p>8-11 The project demonstrates a holistic and comprehensive approach to address an individuals needs. They have a clear plan and process for connecting individuals to permanent community based solutions to ensure long term stability. The agency does NOT regularly engages and receives feedback from persons with lived experience. The program was design with meaningful input from persons with lived experience and historical marginalized groups.</p> <p>4-7 The project demonstrates a holistic and comprehensive approach to address an individuals needs. They have a clear plan and process for connecting individuals to permanent community based solutions to ensure long term stability. The agency does NOT regularly engages and receives feedback from persons with lived experience. The program was NOT design with meaningful input from persons with lived experience and historical marginalized groups.</p> <p>0-4 The project does NOT demonstrate a holistic and comprehensive approach to address an individuals needs. The project does NOT have a clear plan and process for connecting individuals to permanent community based solutions to ensure long term stability. The agency does NOT regularly engages and receives feedback from persons with lived experience. The program was NOT design with meaningful input from persons with lived experience and historical marginalized groups.</p>
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<p style="text-align: center;">Agency Capacity 5. Quality of Service - Questions 6-9</p>	<p>The agency demonstrates extensive experience providing services for persons who have substance use or co-occurring disorders. The agency has a track record of removing traditional barriers to provide services to individuals. The agency is accredited and/or conducts regular internal performance evaluation and improvement processes. The agency has the capacity to continue to provide services, should the funding through this NOFA be discontinued.</p>	<p style="text-align: center;">15</p>	<p>12-15 The agency demonstrates extensive experience providing services for persons who have substance use or co-occurring disorders. The agency has a track record of removing traditional barriers to provide services to individuals. The agency is accredited and/or conducts regular internal performance evaluation and improvement processes. The agency has the capacity to continue to provide services, should the funding through this NOFA be discontinued.</p> <p>8-11 The agency demonstrates extensive experience providing services for persons who have substance use or co-occurring disorders. The agency has a track record of removing traditional barriers to provide services to individuals. The agency is NOT accredited and/or conducts regular internal performance evaluation and improvement processes. The agency has the capacity to continue to provide services, should the funding through this NOFA be discontinued.</p> <p>4-7 The agency demonstrates some experience providing services for persons who have substance use or co-occurring disorders. The agency does NOT have a track record of removing traditional barriers to provide services to individuals. The agency is NOT accredited and/or conducts regular internal performance evaluation and improvement processes. The agency has the capacity to continue to provide services, should the funding through this NOFA be discontinued.</p> <p>0-3 The agency demonstrates limited or no experience providing services for persons who have substance use or co-occurring disorders. The agency does NOT have a track record of removing traditional barriers to provide services to individuals. The agency is NOT accredited and/or conducts regular internal performance evaluation and improvement processes. The agency does NOT have the capacity to continue to provide services, should the funding through this NOFA be discontinued.</p>
<p style="text-align: center;">Timeliness 6. Ability to Complete Activities</p>	<p>The agency demonstrates the ability to begin the activities within 6 months after award notification is received. The project has a clear plan for spending and reporting.</p>	<p style="text-align: center;">7</p>	<p>5-7 The agency demonstrates the ability to begin the activities within 6 months after award notification is received. The project has a clear plan for spending and reporting.</p> <p>2-4 The agency demonstrates the ability to begin the activities within 6 months after award notification is received. The project does NOT have a clear plan for spending and reporting.</p> <p>0-2 The agency does NOT demonstrate the ability to begin the activities within 6 months after award notification is received. The project does NOT have a clear plan for spending and reporting.</p>

<p align="center">Budget 7&8. Budget Narrative and Form</p>	<p>The project is financially feasible. The agency will leverage funds to provide expanded services. The costs listed are eligible and reasonable.</p>	<p align="center">10</p>	<p>9-10 The project is financially feasible. The agency will leverage funds to provide expanded services. The costs listed are eligible and reasonable.</p> <p>7-8 The project is financially feasible. The agency will NOT leverage funds to provide expanded services. The costs listed are eligible and reasonable.</p> <p>4-6 The project is financially feasible. The agency will NOT leverage funds to provide expanded services. The costs listed are eligible, but NOT reasonable.</p> <p>0-3 The project is NOT financially feasible. The agency will NOT leverage funds to provide expanded services. The costs listed are NOT eligible or reasonable.</p>
<p align="center">Priority 1: Performance Measures 10. Project Outcomes</p>	<p>The project outcomes demonstrate a meaningful reduction or increase in the specified measure. The proposed project outcomes are reasonable given the funding being requested. The agency clearly describes how outcomes will be achieved. The agency provided baseline data and sources.</p>	<p align="center">15</p>	<p>12-15 The project outcomes demonstrate a meaningful reduction or increase in the specified measure. The proposed project outcomes are reasonable given the funding being requested. The agency clearly describes how outcomes will be achieved. The agency provided baseline data and sources.</p> <p>8-11 The project outcomes demonstrate a meaningful reduction or increase in the specified measure. The proposed project outcomes are reasonable given the funding being requested. The agency clearly describes how outcomes will be achieved. The agency did NOT provide baseline data or sources.</p> <p>4-7 The project outcomes demonstrate a meaningful reduction or increase in the specified measure. The proposed project outcomes are reasonable given the funding being requested. The agency does NOT clearly describes how outcomes will be achieved. The agency did NOT provide baseline data or sources.</p> <p>0-3 The project outcomes do NOT demonstrate a meaningful reduction or increase in the specified measure. The proposed project outcomes are NOT reasonable given the funding being requested. The agency does NOT clearly describes how outcomes will be achieved. The agency did NOT provide baseline data or sources.</p>
<p align="center">Overall Proposal Presentation:</p>	<p>The proposal is organized, and adheres to NOFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. All required attachments are included.</p>	<p align="center">5</p>	<p>4-5 The proposal is organized, and adheres to NOFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. All required attachments are included.</p> <p>2-3 The proposal is organized, and adheres to NOFA instructions. Narratives are NOT clear and concise, or the proposal does NOT present new and original information to be considered for funding. All required attachments are included.</p> <p>0-1 The proposal is NOT organized, or does NOT adhere to NOFA instructions. Narratives are NOT clear and concise, or the proposal does NOT present new and original information to be considered for funding. All required attachments are NOT included.</p>
<p align="center">Total Available Points</p>		<p align="center">100</p>	