



# **2023 Request for Applications (RFA) for Rental Housing Rehabilitation HOME and ERA**

*All private non-profit or for-profit agencies that have provided direct services at least 12 months prior to the date of application are eligible to apply for:*

Funds allocated through the U.S. Department of Housing and Urban Development & the U.S. Department of the Treasury

**RFA Released  
Friday, April 21, 2023**

**Applications Due  
Friday, May 19, 2023 at 5:00 pm**

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.

**Applications must be submitted by email to  
Clare Molloy at [CMolloy@leegov.com](mailto:CMolloy@leegov.com)**

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

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

**Lee County 2023 HOME and ERA  
Rental Housing Rehabilitation Funding**

**Funding Available**

<p><b>Treasury Emergency Rental Assistance (ERA)</b></p> <ul style="list-style-type: none"> <li>• Construction, rehabilitation, or preservation of affordable rental housing projects serving very low-income families;</li> <li>• For purposes of the definition above, affordable rental housing projects serve very low-income families only if: <ul style="list-style-type: none"> <li>• the household income of occupants of units funded by ERA2 funds is limited to the maximum income applicable to very low-income families, as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)); and</li> <li>• such income limitation is imposed through a covenant, land use restriction agreement (LURA), or other enforceable legal requirement for a period of at least 20 years.</li> </ul> </li> </ul> <p><b>The expenditure deadline for all funds is September 30, 2025.</b></p>	<p><b>Amount awarded to projects is based on specific need and availability.</b></p> <p><b>Applicant may be for or non-profit.</b></p> <p><b>Approximate funding amount available: \$1,000,000</b></p>
<p><b>HOME Investment Partnership (HOME)</b></p> <ul style="list-style-type: none"> <li>• Acquire/rehab multi-family affordable rental housing</li> </ul> <p><b>The expenditure deadline for all funds is September 30, 2025</b></p>	<p><b>Amount awarded to projects is based on specific need and availability.</b></p> <p><b>Applicant must be a non-profit organization.</b></p> <p><b>Maximum funding amount: \$869,175</b></p>

If additional funding opportunities become available to Lee County following the issuance of this RFA, Lee County reserves the right to select eligible project(s) submitted in response to this RFA without issuing an additional RFA(s). The material in this RFA does not represent all of the particular priorities, program components, or funding sources currently/potentially available through local, state, or federal funders and may change upon the release of this RFA for the various funding sources.

**PRIORITIES AND FUNDING SPECIAL CONSIDERATIONS**

- Projects that increase the affordable rental housing inventory
- Projects that adhere to evidence-based program models.
- Projects utilizing green building and energy efficiency features
- Projects that include broadband availability in design
- Applicants demonstrating experience working with applicable funding sources, HOME and/or ERA with projects of similar size, scope, and level of capacity to proposed project
- Applicant who has site control or an executed contract for purchase of project site
- Applicants who are able to document that project costs have been leveraged from other sources

## **Questions Regarding this RFA**

Questions from the agencies must be submitted in writing to Clare Molloy at [CMolloy@leegov.com](mailto:CMolloy@leegov.com) and be received no later than **Friday, May 5, 2023.**

*All questions and answers will be provided no later than 5:00 pm, Tuesday, May 9, 2023.*

## **RFA Organization**

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## SECTION I: General Information

**Applicants wishing to receive funding must submit an application in accordance with the requirements of this RFA. Successful applications must meet the guidelines provided in this RFA. Submission of an application does not entitle the applicant to funding, even if sufficient funds remain. The County reserves the right to not commit any funding.**

### **Applicant Eligibility**

All private non-profit or for-profit agencies that have provided direct services at least 12 months prior to the date of application are eligible to apply. The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application deadline. Evidence from the Florida Department of State, Division of Corporations that the Applicant satisfies the foregoing requirements must be submitted as an application attachment. **Applicant must include proof that they have provided services for at least 12 months with submission.**

Applicant must also meet all the following requirements (*documentation does not need to be included with submission, but will be requested at a later time*):

- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response (exceptions may be considered on an individual basis)
- Current CPA's Peer Review letter
- Monthly Financial Statements (within last 60 days)

Any applicant on the excluded parties list ([www.sam.gov](http://www.sam.gov)) will be considered **ineligible** for funding.

**Applicants with previous experience administering projects of a similar size and scope and/or working with HOME funds will be provided additional points in the scoring process.**

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

Lee County is designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD). Lee County is responsible for ensuring that resources available to the community are strategically utilized to maximize impact and effectiveness. Therefore, Lee County 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. Lee County 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 performance measures (as indicated below), and the goals and strategies outlined in the [2019-2023 Consolidated Plan](#).

### **Performance Measures**

Lee County has developed the following performance measures to ensure that funds are strategically used to produce intended outcomes:

1. Number of housing units created;
2. Number of low / moderate persons assisted;

Proposed projects that include innovative and effective best practices and those that adhere to evidence based program models are encouraged. Lee County 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.

## **Project Completion Timeframes**

Projects may be ‘Shovel Ready’, where planning and engineering is complete and construction can begin within a very short time, including the ability to ensure occupancy of units within 24 months or less following an award of funding. For most project types, the Project should begin within 3 months following the award of funding.

## **Critical Dates and Timeline**

Friday, April 21, 2023	10:00 AM	Lee County Issues RFA
Tuesday May 2, 2023	3:00 PM	<b>Pre-Application Meeting</b>  <a href="#">Click here to join the meeting</a> Meeting ID: 227 985 779 604 Passcode: rCXUzF  <b>Or call in (audio only)</b> <a href="#">+1 321-414-2159,,181803863#</a> Phone Conference ID: 181 803 863#
Friday, May 5, 2023	5:00 PM	Deadline for questions regarding RFA
Tuesday, May 9, 2023	5:00 PM	Responses to RFA questions sent to Applicants
<b>Friday, May 19, 2023</b>	<b>5:00 PM</b>	<b>SUBMISSION DEADLINE</b>
Thursday, May 25, 2023	TBD	Evaluation and Ranking Committee will meet to score each project application
Friday, May 26, 2023	5:00 PM	Notice of Conditional Selection or Non-Selection sent to Applicants

## **Public Records**

By submitting an Application, the Applicant acknowledges that any material submitted in response to this RFA is a public record pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes, and may be subject to public inspection.

## SECTION II: Scope of Grant Activities and Program Requirements

Lee County 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 Lee County of projects it intends or desires to develop to help meet an unmet need in the community and collaboratively work to serve Lee County residents with dignity and respect while building the capacity of the individuals, families, and agencies.

Projects acceptable under this request include:

- **New Project** - a project that does not currently exist and if funded will increase overall housing capacity in Lee County.
- **Expansion of Funding for a Current Project** – a project currently operating in the community that is being expanded or upgraded to ensure sustainability. Applicants must clearly identify the need for rehabilitation and demonstrate a quantifiable increase in the number of units being provided or extension in the affordability period for the existing project.

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

If a project includes multiple, linked activity types (components), only one application, that details the different activity types, needs to be completed. For example: Acquisition and rehabilitation of a facility to serve youth. The single project application should explain in detail all activity types and the project outcomes for the different activity types.

## LMI Requirements

To be eligible for funding, all proposed rehabilitation activities must meet the requirements of 24 CFR 92.252, listed below. It is strongly recommended that applicants consider these requirements before preparing an application, as these are the same factors that will be used to rate and evaluate applications.

1. Low-Moderate-Income Benefit – The proposed activity, if requesting HOME federal funding, must meet the Department of Housing and Urban Development (HUD) criteria of benefitting low- and moderate-income families. Every application that will benefit low- and moderate income persons must provide evidence that the beneficiaries of the program will be low-to moderate-income (LMI) persons.
2. All HOME funds must be used to benefit low-income families whose incomes are at or below 80 percent of Area Median Income (AMI). For development projects with five (5) units or more, a minimum of 20% of the units must be rented to families with incomes that do not exceed 50% of AMI as listed in the chart below.

### Income Limits by family size

80% AMI Family of 1 - \$ 45,050	50% AMI Family of 1 - \$28,150
80% AMI Family of 2 - \$51,450	50% AMI Family of 2 - \$32,200
80% AMI Family of 3 - \$57,900	50% AMI Family of 3 - \$36,200
80% AMI Family of 4 - \$64,300	50% AMI Family of 4 - \$40,200

**Periods of affordability.** The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of 24 CFR 92.254. Lee County has established an affordability period of 20 years for projects awarded under this RFA.

## **ELIGIBLE ACTIVITIES**

HOME award funds used for affordable rental housing purposes will be subject to the applicable requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200.

### **Eligible Activities**

Lee County has designated two eligible activities under this funding source:

- Acquire/rehab multi-family affordable rental housing (HOME and ERA 2 Funding)
- New Construction of Affordable Rental Housing (HOME Funding Only)

### **Ineligible Activities**

- The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
- Operating costs associated with public facilities or improvements.
- Acquisition of vehicles and acquisition of occupied property.
- Renovation or construction of spaces used solely for administration or storage.
- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible.
- Business relocation resulting in a significant loss of employment in the labor market area.

Additional information about HUD HOME Program eligible activities and expenses:  
HUD Exchange - <https://www.hudexchange.info/programs/home/>

Community Planning and Development Notice 21-10 (CPD21-10) -  
<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

### **Project Beneficiaries**

All service providers, where assistance is provided through Community Planning and Development (CPD) programs, including assistance under the: HOME Investment Partnerships program, Housing Trust Fund program, Community Development Block Grant program, Housing Opportunities for Persons With AIDS program, Emergency Solutions Grants program, Continuum of Care program, or Rural Housing Stability Assistance Program, must ensure equal access to the HUD-assisted program in accordance with all general HUD program requirements as specified in 24 CFR Part 5.

## **PROJECTS MUST MEET ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS**

HOME Program Regulations (24 CFR 92):

<https://www.ecfr.gov/current/title-24/subtitle-A/part-92?toc=1>

Uniform Administrative Requirements (2 CFR 200):

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

HOME Income Limits for Cape Coral-Fort Myers MSA:

[https://www.huduser.gov/portal/datasets/home-datasets/files/HOME\\_IncomeLmts\\_State\\_FL\\_2022.pdf](https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_FL_2022.pdf)

Requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c)

<https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>

Requirements of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75

<https://www.hud.gov/section3>

<https://www.hacfm.org/doing-business/section-3/>



## **Eligible Uses of ERA2 Funds**

*Eligible Affordable Rental Housing Purposes.* ERA2 award funds used for affordable rental housing purposes will be subject to the applicable requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR Part 200. Specifically, ERA2 grantees are required to comply with the applicable procurement standards set forth in 2 CFR §§ 200.317 through 200.327 when procuring goods and services for these eligible purposes, and the allowability of expenses related to affordable rental housing and eviction prevention purposes will be subject to the Cost Principles set forth in 2 CFR Part 200, Subpart E. Eligible “affordable rental housing purposes” are expenses for:

- the rehabilitation, or preservation of affordable rental housing projects serving very low-income families; and
- the operation of affordable rental housing projects serving very low-income families that were constructed, rehabilitated, or preserved using ERA2 funds.

For purposes of the definition above, affordable rental housing projects serve very low-income families only if:

- the household income of occupants of units funded by ERA2 funds is limited to the maximum income applicable to very low-income families, as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)); and
- such income limitation is imposed through a covenant, land use restriction agreement (LURA), or other enforceable legal requirement for a period of at least 20 years.

In addition, to be considered an affordable rental housing purpose serving very low-income families, an affordable rental housing project funded, in whole or in part, with ERA2 funds must conform to and meet the program regulations and other requirements of the type of assistance listed below. In other words, uses of ERA2 funds for an affordable rental housing purpose must be aligned with the following program and must meet the requirements of that program along with the other conditions specifically set forth.

- HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD));

*Cost Allocation.* Grantees may use ERA2 funds as part of the financing for a mixed-income housing project if the total financing made up of ERA2 award funds does not exceed the total development costs attributable to affordable rental housing units serving very low-income families. For example, if 25 percent of a project’s units will be reserved for very low-income families and 20 percent of the total costs of all housing units in the project are attributable to such reserved units, then ERA2 funds may be used to pay for up to 20 percent of the total development costs.

## **PROJECTS MUST MEET ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS**

Emergency Rental Assistance 2 FAQ:

<https://home.treasury.gov/system/files/136/ERA-FAQ-7.27.22.pdf>

Emergency Rental Assistance 2 Guidance:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/guidance>

*2023 Request for Applications (RFA) for Affordable Housing*

## SECTION III: Funding Guidelines

This RFA does not commit the County to award any funding to any Applicant.

### **Administrative Costs**

Costs associated with general management, oversight, and coordination; training on grant requirements; consolidated plans; and environmental reviews should be incorporated in overall project development costs.

### **Cost Reimbursement – HOME & ERA Funding**

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. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.**

### **Match**

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

<b>Funding Source</b>	<b>Percent of Match Required</b>
HOME	25% Match
ERA	No Match Required

ERA funds may not be used for match for HOME funds.

### **Maximum/Minimum Funding Request**

For ERA and HOME projects, Lee County reserves the right to award more or less than the amount of funds requested based on funding available. The minimum funding request is \$500,000.

- Maximum funding available for HOME is \$869,175
- Maximum funding available for ERA is approximately \$1,000,000. Final funding amounts are being determined. Lee County may award more or less funding based on availability.

### **Funding Priority**

Funding priority will be given to Projects that are located in unincorporated Lee County.

## **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 Lee County. Lee County will not reimburse any applicant for any costs associated with the preparation and submission of an application, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview (*if required*).

## **Conflict of Interest**

The applicant agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required if a contract is awarded. The applicant further agrees that no person having any such interest shall be employed or engaged for said performance. The applicant agrees that no employee, officer, agent of the applicant or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The applicant or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the applicant. For federally funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **State and Federal Administrative Requirements**

Agencies must comply with Federal administrative requirements. All agencies awarded funds through this RFA will be required to comply with a variety of requirements governing the use of Local, State and Federal funds.

Additionally, agencies awarded funds through this RFA will be required to provide access to their financial records to a representative of Lee County to evaluate their financial management systems. Lee County staff will monitor each program to ensure compliance with the terms of the funding agreement between Lee County 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** – 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 awarded funds must be accessible to persons with disabilities. Programs, information, participation, communications and services must be accessible to persons with disabilities. Agencies must comply with Section 504 of the Rehabilitation Act of 1974 and Americans with Disabilities Act (ADA).

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

The Lee County operates in accordance with all federal statutes including, but not limited to: the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and Title II and Title III of the Americans with Disabilities Act. All service providers, where assistance is provided through Community Planning and Development (CPD) programs, including assistance under the: HOME Investment Partnerships program (24 CFR part 92), Housing Trust Fund program (24 CFR part 93), Community Development Block Grant program (24 CFR part 570), Housing Opportunities for Persons With AIDS program (24 CFR part 574),

Emergency Solutions Grants program (24 CFR part 576), Continuum of Care program (24 CFR part 578), or Rural Housing Stability Assistance Program (24 CFR part 579), must ensure equal access to the HUD-assisted program in accordance with all general HUD program requirements as specified in 24 CFR Part 5.

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

**Section 3** - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 75 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the county, the subrecipient/provider/developer, and any of the subrecipient/provider/developer's subcontractors.

The subrecipient/provider/developer certifies and agrees that no contractual or other impediment exists that prevent compliance with these requirements. The subrecipient/provider/developer further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

**Davis Bacon**- The subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The subrecipient shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

**Build America, Buy America Act (BABAA)** – The Act required the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." The Act affirms, consistent with Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers ("the Executive order"), this Administration's priority to "use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States."

Any infrastructure project receiving federal funding must source their iron, steel, manufactured products and construction materials from the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings for all iron and steel used in the project occurred in the United States. All other provisions outlined in OMB Proposed rule 88 FR 8374.

## PROCUREMENT

1. The **AGENCY** shall comply with current Lee County policy concerning the purchase of materials, property, and services and shall maintain inventory records of all non-expendable personal property.
2. The **AGENCY** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## DOCUMENTATION AND RECORD-KEEPING

- The **AGENCY** shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this agreement, including but not limited to:
  - A full description of each activity undertaken and its eligibility criteria.
  - Client data demonstrating client eligibility for services provided.
  - MBE/WBE records, labor requirements (24 CFR 92.354), lead-based paint requirements, conflict of interest, and debarment and suspension requirements.
- Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR Parts 92.353, as applicable.
- Compliance with fair housing and equal opportunity components of the HOME program.
- Financial records as required by 2 CFR 200; and other records to comply with 24 CFR 92.102(b).

## RESTRICTIONS ON USE OF FUNDS

The **AGENCY** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **AGENCY** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **AGENCY** agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **AGENCY** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **AGENCY** shall submit a “Disclosure Form to Report Lobbying” in accordance with its instructions. (24 CFR 87)

## **ENVIRONMENTAL CONDITIONS (24 CFR 92.352)**

The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with HOME funds.

The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decision making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.

An appropriate level of environmental review record will be completed for each awarded project prior to the execution of any written agreement or obligation of funds. Environmental review records must demonstrate appropriate release of funds have been obtained prior to the execution of any written agreement.

## **PROGRAM INCOME**

The **AGENCY** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 92.503 generated by activities carried out with HOME funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 92.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

## **DISPLACEMENT, RELOCATION AND ACQUISITION**

The **AGENCY** agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and all other regulations outlined in 24 CFR 92.353.

## **CIVIL RIGHTS**

The **AGENCY** agrees to comply with 24 CFR 92.202, the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **AGENCY** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in areas allowable by the Civil Rights Act of 1964, as amended. The **AGENCY** will take affirmative action to insure that all employment practices are free of such discrimination. The **AGENCY** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 92. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **AGENCY** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing

that the **COUNTY** and the United States are beneficiaries of and entitled to enforce such covenants. The **AGENCY** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **AGENCY** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **AGENCY** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **AGENCY** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **AGENCY** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **AGENCY** will, in all solicitations or advertisements for employees placed by or on behalf of the **AGENCY**, state that it is an Equal Opportunity or Affirmative Action employer. The **AGENCY** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **AGENCYs** or subcontractors.

## **CLOSEOUTS**

The **AGENCY'S** obligation to the **COUNTY** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to HOME compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **AGENCY** shall transfer to the recipient any HOME funds on hand at the time of the expiration and any accounts receivable attributable to the use of HOME funds. It shall also include provisions designed to ensure that any real property under the **AGENCY's** control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the **PROVIDER (AGENCY)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HOME funds for the acquisition of, or improvement to, the property.

## **PAYMENTS AND REPORTS**

1. Payment requests will be subject to the **COUNTY's** execution of its Grant Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **AGENCY** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **AGENCY** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the **PROVIDER (AGENCY)** forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **AGENCY's** Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

**3. AGENCY shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 92.507.**

### **UNDERWRITING**

The AGENCY agrees to all underwriting requirements as outlined in 24 CFR 92.250, which covers the maximum per-unit subsidy amount and the underwriting and subsidy layering evaluations,



## SECTION IV: Application Evaluation and Selection

### **Threshold Requirements**

Applications will be reviewed by Lee County staff to ensure the submission does NOT contain any fatal flaws, as listed below. If Lee County determines the threshold requirements are not met, the project will be rejected, and the applicant agency notified in writing.

### **Fatal Flaws**

Applications that commit the following 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).
- Applications not signed by the official authorized to execute contracts on behalf of the agency (the name should match the information on the Florida Secretary of State website (<https://dos.myflorida.com/sunbiz/>)).
- Applications for projects that are not consistent with applicable local comprehensive plan provisions ([www.leegov.com/dcd/planning/leeplan](http://www.leegov.com/dcd/planning/leeplan)) or on property not appropriately zoned for development of the project (<https://www.leegov.com/dcd/zoning/LDC>).
- Applications for projects on property the applicant has not provided evidence of ownership or other legal control (e.g., a contract or option to purchase).
- Organization has not been providing services to projects of similar scope/size for at least 12 months prior to the date of application.

### **Application Review, Scoring, Conditional Selection & Approval Process**

Applications that meet threshold criteria will be reviewed and scored by an Evaluation and Ranking Committee<sup>1</sup> using the Project Ranking Tool in **Appendix 4**. The committee will rank and conditionally select projects for funding. An application scoring the most points does not guarantee it will be recommended for funding.

### **Post Award Requirements**

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

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<sup>1</sup>Committee members who have an interest in a submitted project application will recuse themselves from scoring the project in which they have an interest. An interest includes being an employee, volunteer and/or board member of an applicant agency or other entity that is direct partner and/or would otherwise directly benefit of the proposed project.

## 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: \$ _____	
Total Housing Units Created or rehabbed: _____	
<b>Project Type <i>(check as many as applicable below)</i>:</b>	
<input type="checkbox"/> <b>Public Facility Improvements</b> <input type="checkbox"/> Acquisition <input type="checkbox"/> Acquisition/Rehabilitation <input type="checkbox"/> Rehabilitation <input type="checkbox"/> New Construction (HOME)	<input type="checkbox"/> <b>Other:</b> _____ <i>Clearly describe all project components in the Project Description.</i>
<b>Target Service Location <i>(check as many as applicable below)</i>:</b>	
<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: _____

**Target Population (check as many as applicable below):**

<input type="checkbox"/> LGBTQI+ Individuals/Families/Youth <input type="checkbox"/> Unaccompanied Youth (ages 18-24) <input type="checkbox"/> Youth exiting foster care <input type="checkbox"/> Children under the age of 18 <input type="checkbox"/> Person Experiencing Homelessness <input type="checkbox"/> Low / Mod Clientele <input type="checkbox"/> Families <input type="checkbox"/> Victims of Domestic Violence	<input type="checkbox"/> Individuals with Severe and Persistent Mental Illness <input type="checkbox"/> Veterans <input type="checkbox"/> Developmental disability as defined in 393.063(12), F.S <input type="checkbox"/> Disabling condition as defined in 420.0004(7), F.S. <input type="checkbox"/> Other: _____
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**Site Information**

Legal Site Control (with proof) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Displacement of Existing Tenants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Shovel Ready (begin within 3 months) <input type="checkbox"/> Yes <input type="checkbox"/> No _____	Energy Efficient Features / Green Design <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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**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: \_\_\_\_\_

*Applications must be signed by the official authorized to execute contracts on behalf of the agency (the name should match the information on the Florida Secretary of State website (<https://dos.myflorida.com/sunbiz/>)).*

## 4. Project Description

A narrative response which 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 expand existing services/capacity or create new services/housing units;
- the project's plan to make connections to mainstream benefits and community resources, when appropriate; and
- an overall demonstration of need.

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

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## 5. Quality of Service

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

1. Describe how the project aligns with community goals and how the project furthers Lee County's Affordable Housing Programs. *Community goals are described in the [2019-2023 Consolidated Plan](#). **Documentation of how the agency's project meets the goal must be attached to this application.***
2. Describe how the project will ensure income eligibility for tenants.
3. Describe how the project will calculate rents to be paid by eligible tenants, and the rent limits to be followed for the housing units.
4. Describe the operating plan and continued plan for affordability of the housing units throughout the affordability period.
5. Describe how the project is innovative, based on national best practices, and designed in accordance with an existing evidence-based program.
6. Describe how the project will integrate co-located supportive services to ensure long-term housing stability for tenants.
7. Describe how the project is compatible with and will enhance the existing community/neighborhood, and could lead to additional revitalization and/or neighborhood improvement.
8. Describe how the project will result in the adaptive reuse or redevelopment of existing structures or properties that have existing development.
9. Explain your agency's experience completing projects of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.
10. Does your agency conduct an internal annual evaluation of services provided? If yes, please provide a copy of the most recent evaluation.

## **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 leveraged 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**).
- Describe and justify the proposed 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.
- **Provide a detailed development and operating pro forma.**

**A copy of the applicant's overall budget, including other services or programs and funding sources, general management and oversight budget, overhead/indirect rates charged to grant sources, and chart of key project staff, including a description of their duties and qualifications must be attached following the Budget Narrative.**

## 8. Budget and Match Form

Complete each line as applicable to the proposed project.

Item Description	Total Requested
<b>Acquisition of Real Property</b>	
Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or Sub recipient. (Budget Narrative must provide greater detail of the financing and total project costs)	\$
<b>Rehabilitation</b>	
Eligible rehabilitation costs include installing cost-saving energy measures and bringing a structure up to health and safety standards.. Rehabilitation on leased properties is ineligible.(Budget Narrative must provide greater detail of the financing and total project costs)	\$
<b>New Construction</b>	
Eligible costs include development costs such as demolition, construction, utility connections as well as soft costs associated, such as engineering, building permits, initial operating expenses and overhead costs.	\$
<b>Other Projected Costs (Please list and describe each)</b>	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total Request</b>	<b>\$</b>

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

Applicant Representative Signature:

Date:

## 9. Leveraged Funding Sources

### A. Grants

List each grant award claimed by your agency that will be used to fund the project within this application.

*Letters of commitment and/or contracts must be attached.*

	<b>Source of Leveraged Funding</b> (Program income, GN, cash, exc..)	<b>Grant Amount</b>	<b>Grant Award # / Reference</b>
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
<b>Total Leveraged Funds</b>		\$ _____	

### B. Total Funding for Project

<b>Funding Source</b>	<b>Total Amount</b>
<b>A. Total Leveraged Funds</b>	\$
<b>C. Total Requested Through This Application</b>	\$
<b>Total Funding for Project</b>	\$

## 10. Project Outcomes

Applicants must provide anticipated outcomes for each of the applicable performance measures below. Complete all that apply.

Performance Measure	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
<input type="checkbox"/> Number of housing units created		
<input type="checkbox"/> Number of low / moderate households assisted		
<input type="checkbox"/> Other:  <hr/>		

## 11. Required Attachments

- a. Documentation of Other Funds - Letters of Commitment or Contracts
- b. Applicants Annual Operating Budget – Financial Statements
- c. Chart of Key Project Staff, including a description of their duties and qualifications
- d. Documentation of National Best Practices or Evidence Based Program design
- e. Evidence of Legal Control of Project Site
- f. Proof of non-profit Status or Proof of Qualified Business



## 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>
<b><u>Project Name:</u></b>	
<b><u>Project Applicant:</u></b>	
<b><u>Total Funding Requested:</u></b>	
<b>Table of Contents (COMPLETENESS CHECKLIST)</b>	<b>1</b>
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 Form	
9. Other Funding	
10. Project Outcomes	
11. Required Attachments	
a. Documentation of Other Funds	
b. Applicants Annual Operating Budget	
c. Chart of Key Project Staff	
d. Documentation of Project's Alignment with Community Goals	
e. Documentation of National Best Practices or Evidence Based Program design	
f. Evidence of legally formed entity qualified to do business in the State of Florida (if applicable)	
g. Proof of Non-Profit Status (if applicable)	
h. Evidence of ownership or legal control of project site	
i. Information about Partners – MOU's, development team, agreements, exc.	

## **SECTION VI: APPENDICES**

***Appendix 1 – RFA Appeal Process***



## RFA Appeal Process

### A. Criteria

All eligible applicants have the opportunity to appeal both their score and preliminary ranking prior to the ranked list being finalized. An appeal can only be made by an applicant regarding the scoring of its own application. The Appeals Committee will only be established if an applicant requests an appeal. Applicants may ask for summary scoring information prior to the submission of the appeal letter. Individual ranking committee member scores will not be released to applicants. No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto. The appeal process provided herein applies solely to decisions made in this RFA and does not apply to any decisions made with respect to any previously issued RFAs, or decisions to be made pursuant to future program RFAs.

Note: Project Applicants that have been found to not meet the threshold requirements are not eligible for an appeal.

### B. Appeal Process and Deadline

Any and all appeals must be received in writing with supporting documentation within three (3) business days of the notification of ranking to projects.

All notices of appeal must be based on the information submitted by the application due date. No new or additional information will be considered. Omissions to the application cannot be appealed.

The notice of appeal must include a written statement specifying in detail the grounds asserted for the appeal. The appeal must include a copy of the application and all accompanying materials submitted to the Review and Rank Committee. No additional information can be submitted. The appeal is limited to one single spaced page in 12-point font in the form of a letter on the applicant's agency's letterhead and must clearly state the reasons for the appeal and specify all issues being contested. Once the written appeal is submitted, no further information or materials will be accepted or considered.

All valid appeals will be read, reviewed, and evaluated by the Appeals Committee.

The Appeals Committee will meet to deliberate the appeal.

- The Appeals Committee will review the rankings made by the Review Committee only on the basis of the submitted project application, the one page appeal, any statements made during the appeal process, and the material used by the Review Panel. No new information can be submitted by the Project Applicant appealing or reviewed by the Appeals Committee.

- The decision of the Appeals Committee must be supported by a simple majority vote.

### **C. Appeal Decisions**

The appealing agency will receive a written decision of the Appeals Committee within two (2) business days of the Appeals Committee Meeting.

The decision of the Appeals Committee will be final.

### **D. Effectiveness**

If the applicable statutes and/or Guidelines governing the funding source's program contain an existing process for appealing decisions of the Department with respect to RFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

### **E. Application Debriefing**

An agency may request a debriefing of their reviewed application, whether or not the project was chosen to be funded. This must be a written request within 3 days of award notification. Application debriefing will be a summary of the review committee's feedback on the project. This information is not eligible to be used for an appeal, it is informative for the agency.

## ***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.

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

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 20<sup>th</sup> 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: 20<sup>th</sup> of the month after term end.**
- Other Funding Source – \_\_\_\_\_  
Final Closeout Payment Request – **Due:** \_\_\_\_\_

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

**A. Monitoring**

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

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

**B. Audits and Inspections**

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

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

**C. Records**

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

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

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

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

**D. Independent Audit**

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

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

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

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

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

## **ARTICLE V:            **AMENDMENTS****

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

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

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

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

### **A.     Independent Contractor**

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

### **B.     Subcontracts**

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

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

## **ARTICLE VII: CONFLICT OF INTEREST**

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

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

## **ARTICLE VIII: RISK MANAGEMENT**

### **A. Hold Harmless and Indemnity Clause**

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

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

### **B. Insurance Requirements**

### **Insurance – Nonprofit Providers**

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

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

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
  - \$100,000 per accident
  - \$500,000 disease limit
  - \$100,000 disease limit per employee
  
2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
  - \$500,000 bodily injury per person (BI)
  - \$1,000,000 bodily injury per occurrence (BI)
  - \$500,000 property damage (PD) or
  - \$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.
  
3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
  - \$100,000 bodily injury per person (BI)
  - \$300,000 bodily injury per occurrence (BI)
  - \$100,000 property damage (PD) or
  - \$300,000 combined single limit (CSL) of BI and PD
  
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
  
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

**Insurance – Government/Municipality**

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

**C. Notice of cancellation or modification**

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

**ARTICLE IX: SUSPENSION/TERMINATION**

**A. Suspension**

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

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

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

**B. Termination by COUNTY**

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

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

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

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

**C. Termination by PROVIDER**

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



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

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

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

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

### **IMMIGRATION LAWS:**

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

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

### **OTHER REQUIREMENTS:**

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

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

Additional information can be accessed at the following websites:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](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](https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)

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

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

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

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

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

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

**ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE**



\_\_\_\_\_

Title

\_\_\_\_\_

Title

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

**ARTICLE XIV: SPECIAL PROVISIONS**

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

**ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED**

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

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

**PROVIDER:**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

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

**COUNTY: LEE COUNTY**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

Board of County Commissioners  
Title

\_\_\_\_\_  
Date

**ATTEST:**  
**CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

NOTARY:

By: \_\_\_\_\_  
Notary of Public (Signature)

\_\_\_\_\_  
Name (typed)

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

By: \_\_\_\_\_

Date: \_\_\_\_\_  
**OFFICE of the COUNTY ATTORNEY**

SAMPLE

## ***Appendix 3 – ERA Guidance***

# Emergency Rental Assistance Program (ERA2) Reporting Guidance

March 30, 2023  
v 1.1



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## Introduction

This document provides reporting guidance for entities that received Emergency Rental Assistance (ERA2) awards directly from the U.S Department of the Treasury (Treasury). It addresses such topics as the reporting process, reporting periods, submission deadlines, required data, section-by-section guidance on completing the reports, and procedures for accessing Treasury's online portal for reporting.

Please see the Treasury.gov [Emergency Rental Assistance Program](#) page for additional information, guidance, and tips.

Also see the [User Guide – Treasury's Portal for Recipient Reporting](#) for detailed instructions on using Treasury's Portal for submitting required reports.

Contact Treasury's Office of Recovery Programs Contact Center via email at this address: [EmergencyRentalAssistance@Treasury.gov](mailto:EmergencyRentalAssistance@Treasury.gov)

## ERA2 Reporting Process

Each ERA2 Recipient must submit cumulative quarterly and final reports. Figure 1 below provides a recommended approach for preparing and submitting the required ERA2 reports, and Table 1 below lists the ERA2 reporting cycles, reporting periods and submission deadlines.

Figure 1

### Steps in Preparing and Submitting the Required ERA2 Reports

**Step 1** – Throughout the reporting period, ERA2 Recipients gather and maintain required information such as counts of applicants and participants; amounts paid directly or indirectly to tenants, landlords, and utility/home energy providers; amounts obligated to subrecipients and contractors; and administrative expenses. This is not meant to be an exhaustive list of required data. Please see below for complete guidance on the required information.

**Step 2** – Treasury will notify each Recipient’s designated ERA2 Points of Contact for Reporting when Treasury’s portal is available for Recipients to begin preparing the reports.

**Step 3** – Recipients should communicate with and gather required information from their subrecipients and contractors, as applicable.

**Step 4** – The Recipient’s designated ERA2 Point(s) of Contact for Reporting and ERA2 Authorized Representatives for Reporting must register with either ID.me or Login.gov before gaining access to Treasury’s portal for submitting reports.

**Step 5** – Recipient staff who are registered with either ID.me or Login.gov will be able to access the portal and provide the required information.

**Step 6** – After manually entering or uploading the report information, Recipients must review the information entered or submitted to the online reporting forms for errors and completeness. Following completion of the report in Treasury’s portal, the Recipient’s designated ERA2 Authorized Representative for Reporting must certify to the authenticity and accuracy of the information provided and formally submit the report to Treasury. Like other federal systems that facilitate bulk data upload and/or manual data entry, certain data fields will be controlled with validation rules that will trigger error or warning notices requesting changes to entries.

**Step 7** – Treasury staff will review the information submitted by the Recipient for Treasury’s ongoing programmatic and financial monitoring.

**Step 8** – Treasury will post select information from each Recipient’s report on each of its ERA2 Project(s) on Treasury.gov.

## Quarterly and Final Reporting

ERA2 Recipients must certify and submit Quarterly and Final Compliance Reports.

- Quarterly Reports require an array of cumulative programmatic and financial information covering the period from receipt of ERA2 award to the end of the current quarterly reporting period.
- Final Reports require cumulative programmatic and financial information covering the entire award period of performance.

See Table 1 below for the quarterly and final reporting periods and submission deadlines.

**Table 1 -- ERA2 Reports, Reporting Periods and Submission Deadlines**

State, Local, and Territorial Recipients	Cycle	Calendar Quarter / Month and Year	Reporting Period	Submission Deadline
Required	Partial 1	Q2 2021 Partial	Apr 1 – Jun 30, 2021	Aug 6, 2021
Required	1	Q2 2021	Apr 1 – Jun 30, 2021	Oct 29, 2021
Required	2	Q3 2021	Jul 1, 2021 – Sep 30, 2021	Oct 29, 2021
Required	3	Q4 2021	Oct 1, 2021 – Dec 31, 2021	Feb 1, 2022
Required	4	Q1 2022	Jan 1, 2022 – Mar 31, 2022	Apr 15, 2022
Required	5	Q2 2022	Apr 1, 2022 – Jun 30, 2022	Jul 15, 2022
Required	6	Q3 2022	Jul 1, 2022 – Sep 30, 2022	Oct 17, 2022
Required	7	Q4 2022	Oct 1, 2022 – Dec 31, 2022	Jan 17, 2023
Required	8	Q1 2023	Jan 1, 2023 – Mar 31, 2023	Apr 17, 2023
Required	9	Q2 2023	Apr 1, 2023 – Jun 30, 2023	Jul 17, 2023
Required	10	Q3 2023	Jul 1, 2023 – Sep 30, 2023	Oct 16, 2023
Required	11	Q4 2023	Oct 1, 2023 – Dec 31, 2023	Jan 15, 2024
Required	12	Q1 2024	Jan 1, 2024 – Mar 31, 2024	Apr 15, 2024
Required	13	Q2 2024	Apr 1, 2024 – Jun 30, 2024	Jul 15, 2024
Required	14	Q3 2024	Jul 1, 2024 – Sep 30, 2024	Oct 15, 2024
Required	15	Q4 2024	Oct 1, 2024 – Dec 31, 2024	Jan 15, 2025
Required	16	Q1 2025	Jan 1, 2025 – Mar 31, 2025	Apr 15, 2025
Required	17	Q2 2025	Apr 1, 2025 – Jun 30, 2025	Jul 15, 2025
Required	18	Q3 2025	Jul 1, 2025 – Sep 30, 2025	Oct 15, 2025
Required	19	Final Report	TBD	

# ERA2 Quarterly Compliance Reports effective as of Quarter 1 2023

Effective with the Quarter 1 2023 reporting period, the ERA2 Quarterly compliance reports will consist of ten segments (tabs) on Treasury's Portal as shown below. The following pages provide guidance on the information to be reported on each tab.

## Portal Tabs for ERA2 Quarterly Reports

- Reporting Guidance
- Bulk Upload Templates and Instructions
- Grantee Profile
- Project Overview
  - Emergency Rental Assistance Project
  - Affordable Rental Housing Project(s)
  - Eviction Prevention Project(s)
- Subrecipients, Contractors and Direct Payees (Beneficiaries)
- Subawards, Contracts and Direct Payments
- Expenditures
- Emergency Rental Assistance Project Data and Participant Demographics
- Performance and Financial Reporting
- Report Certification and Submission

## Reporting Guidance Tab

This tab displays helpful information on procedures for submitting the required report and hyperlinks to key guidance such as the ERA Reporting Guidance and the User Guide for Treasury's Portal.

## Bulk Upload Templates and Instructions Tab

This tab provides hyperlinks to downloadable templates for using the bulk upload function to submit information for the quarterly reports.

## Grantee Profile Tab

The Grantee Profile tab displays the administrative information, the grantee's points of contact for reporting, and the details of the grantee's registration on SAM.gov as shown below. Recipients should verify the information as displayed on the portal.

- Recipient Name, Address, and Identifying Information
- Recipient UEI Number
- Recipient Taxpayer Identification Number (TIN)
- Recipient Legal Entity Name
- Recipient Type
- Recipient Street Address
- Recipient City, State, and Zip Code
- Grantee SAM.gov information

### ***Points of Contact for Reporting***

Each ERA2 Recipient must verify the names and contact information of staff who have been designated as the Recipient's ERA2 Account Administrator, ERA2 Point(s) of Contact for Reporting and ERA2 Authorized Representative(s) for Reporting. This information will be pre-populated on the online ERA2 Quarterly Report form. Recipients may edit the information about current contacts and add new contacts.

### ***Registration with System for Award Management System (SAM.gov)***

Each ERA2 Recipient must declare its current SAM.gov registration status. If a Recipient is not registered with SAM.gov, the Recipient must provide the information listed below. The information will be carried forward to subsequent quarterly reports and is editable.

- Whether in the preceding fiscal year, it received 80% or more of its annual gross revenue from federal funds.

- Whether in the preceding fiscal year, it received \$25 million in gross revenue from federal funds.
- Whether the “total compensation” for the organization’s five highest paid officers is listed publicly or listed in SAM.gov; and,
- If the “total compensation” of the highest paid officers is not publicly available, the Recipient must provide the names of its officers and their total compensation for the preceding completed fiscal year.

**NOTICE ON SAM.GOV REGISTRATION:** *All ERA2 Recipients must to have an active SAM.gov registration. For general information on the SAM.gov system and its requirements, got to SAM.gov, and for registration details, go to <https://sam.gov/content/entity-registration>.*

**NOTICE ON FSRS (Federal Subaward Reporting System) REPORTING:** *To assist in reducing ERA Recipients’ reporting burden, Treasury will provide the required information about the Recipient’s Subrecipients, Contractors and Direct Payees, as appropriate, to the FSRS.gov system on behalf of the Recipient in keeping with the \$30,000 reporting threshold, timing, and data elements required by 2 CFR Part 170 and as discussed in this guidance. However, Recipients may choose to report the required information directly to FSRS.gov. A Recipient who reports the information directly to FSRS.gov should notify Treasury that it has done so.*



## Project Overview Tab

ERA2 Recipients use this tab to report on up to three categories of projects associated with their ERA2 allocation.

Beginning on October 1, 2022, ERA2 Recipients that have obligated at least 75 percent of their total ERA2 allocation for emergency rental assistance and related activities, may use the unobligated amounts of their ERA2 allocation to support one or more of three categories of ERA2 projects described below. See [FAQ 46](#) for more information on this topic.

ERA2 Recipients that continue to provide emergency rental assistance only will use this tab to report on those activities, even if they are not also providing affordable rental housing or eviction prevention services in accordance with FAQ 46.

The following pages provide detailed guidance on the required reporting for each category.

Three Categories of ERA2 Projects:

- **ERA2 Emergency Rental Assistance Project** – this category consists of the grantee’s ongoing emergency rental and utility assistance activity as reported in the Q2 2021 through Q4 2022 quarterly compliance reports. These activities will be considered one project for purposes of ERA2 reporting.
- **ERA2 Affordable Rental Housing Project(s)** – this project category consists of the ERA2 Recipient’s uses of ERA2 funds for the development of affordable rental housing per [FAQ 46](#). Each housing development that is supported with ERA2 funds will be considered a separate project for ERA2 reporting. An ERA2 grantee may report on multiple ERA2-supported affordable rental housing projects in this category.
- **ERA2 Eviction Prevention Project(s)** – this category consists of the ERA2 Recipient’s uses of ERA2 funds to support eviction prevention programs per [FAQ 46](#). Each such eviction prevention program receiving ERA2 assistance is considered a separate project for ERA2 reporting. For example, an ERA2 grantee that establishes an eviction prevention effort that provides services to residents within a specific geography would report that effort as one ERA2 Eviction Prevention Project. If the ERA2 grantee establishes another effort covering a different geographic area or a separately funded effort covering distinctly different services, that effort would be reported under a separate ERA2 Eviction Prevention Project. An ERA2 grantee may report on multiple ERA2-supported eviction prevention projects.

The following pages provide detailed information and guidance on the reporting requirements for each of the three categories of ERA2 Projects.

## ***ERA2 Emergency Rental Assistance Project***

Each ERA2 Recipient (“grantee”) must report the following information about its Emergency Rental Assistance Project, like what was required on previous ERA2 Quarterly Reports. One major difference starting with the Q1 2023 quarterly report is that grantees must now report cumulative information for several of the required data points (previously, grantees were required to report quarterly data). See below for more details on these requirements.

### ***Required General Information***

- Project Name
- Project ID
- Cumulative Obligations
- Cumulative Expenditures
- Current Period Obligations
- Current Period Expenditures
- Project Description
- Status of Completion
- ERA Project Website URL
- Geographic Service Area
- Description of the system for prioritizing assistance for the subject ERA2 emergency rental assistance project
- Description of the Recipient’s use of fact-based proxies for determining eligibility for the subject ERA2 emergency rental assistance project

ERA2 grantees must also report additional detailed information about their Emergency Rental Assistance project on the “Emergency Rental Assistance Project and Participant Demographic Data” tab below.

### ***ERA2 Affordable Rental Housing Project(s)***

As discussed in [FAQ 46](#), beginning on October 1, 2022, ERA2 Recipients that have obligated at least 75 percent of their total ERA2 allocation for emergency rental assistance and related activities, may use unobligated amounts of their ERA2 allocation to support one or more ERA2 Affordable Rental Housing Projects. ERA2 grantees that opt to use the ERA2 funds for this purpose must report the following information about each such project. ERA2 grantees that do not administer Affordable Rental Housing Project(s) should leave this section blank.

All ERA2 Recipients that use ERA2 funds to administer Affordable Rental Housing Project(s) must provide the following:

## Required General Information

- Project Name
- Project ID
- Cumulative Obligations
- Cumulative Expenditures
- Current Period Obligations
- Current Period Expenditures
- Status of Completion
- Project Narrative

## Required Project Data

- a. Obligations made in Q4 2022 related to this ERA2 Affordable Rental Housing Project(s)
- b. Expenditures made in Q4 2022 related to this ERA2 Affordable Rental Housing Project(s)
- c. Project Zip Code
- d. Project Physical Address
- e. Federal Program Alignment. The use of ERA2 funds for an affordable rental housing project must align with allowed uses of Federal funds under at least one of the following Federal programs. Please identify the primary Federal program from the list below.

Low-income Housing Tax Credit (Treasury)  
HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD))  
HOME-ARP Program (HUD)  
Housing Trust Fund Program (HUD)  
Public Housing Capital Fund (HUD)  
Indian Housing Block Grant Program (HUD)  
Section 202 Supportive Housing for the Elderly (HUD)  
Section 811 Supportive Housing for Persons with Disabilities (HUD)  
Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture)  
Multifamily Preservation and Revitalization Program (USDA)

- f. Besides ERA2, Additional Federal Program Funds Used for this Project, if any

Low-income Housing Tax Credit (Treasury)  
HOME Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD))  
HOME-ARP Program (HUD)

Housing Trust Fund Program (HUD)  
Public Housing Capital Fund (HUD)  
Indian Housing Block Grant Program (HUD)  
Section 202 Supportive Housing for the Elderly (HUD)  
Section 811 Supportive Housing for Persons with Disabilities (HUD)  
Farm Labor Housing Direct Loans and Grants (U.S. Department of Agriculture)  
Multifamily Preservation and Revitalization Program (USDA)  
Other. If other, please explain

- g. Is the grantee in compliance with the Federal program regulations and other requirements of the Federal program(s) selected in item #e above? (Yes/No)  
In no, provide an explanation
- h. Estimated portion of the total cost of the affordable rental housing project that has been/will be paid with the ERA2 funds
- i. Estimated Start of Service of the Project
- j. Date of First ERA2 Expenditure on the Project
- k. Funding Mechanism(s) Used. Select the financial instrument(s) that are/will be utilized to provide ERA2 funds in support of the affordable rental housing project
- Loan (including no-interest loans and deferred-payment loans)
  - Interest subsidy
  - Grant
  - Other financial arrangement. If other, please explain.
- l. Are the ERA2 funds used as gap funding for an existing affordable rental housing project? (Yes/No/Other)  
If Other, please explain
- m. Type of Project. Select the category that most accurately describes the predominant objective of the project:
- Rehabilitation
  - New Construction
  - Preservation
  - Operation
- n. Number of Rental Units in the Project
- o. Number of Rental Units Funded by ERA2
- p. Number of Units Serving Very Low-Income Families
- q. Description of Income Limitation on Rental Units Funded by ERA2
- r. Development partners (if any)
- s. Is the program limited to specific populations (e.g., elderly, domestic violence survivors, etc.)? Please describe.
- t. Period of Legally Enforceable Income Limitation for ERA2 Funded Rental Units
- u. Period of Legally Enforceable Income Limitation for any non-ERA2 Funded Rental Units

### ***ERA2 Eviction Prevention Project(s)***

As discussed in [FAQ 46](#), beginning on October 1, 2022, ERA2 Recipients that have obligated at least 75 percent of their total ERA2 allocation for emergency rental assistance and related activities may use unobligated amounts of the ERA2 funds to support one or more ERA2 Eviction Prevention Project.

The funding of ERA2 Eviction Prevention Project(s) is in addition to uses of ERA2 funds for housing stability services which may include eviction prevention services.

ERA2 grantees that opt to obligate ERA2 funds for Eviction Prevention Project(s) must report the following information about each such project. ERA2 grantees that do not administer ERA2 Eviction Prevention Project(s) should leave this section blank.

#### **Required General Information**

- Project Name
- Project ID
- Cumulative Obligations
- Cumulative Expenditures
- Current Period Obligations
- Current Period Expenditures
- Project Narrative
- Administrator of Project

#### ***Required Project Data and Demographics***

- a. Is the ERA2 Eviction Prevention Project an existing eviction prevention program previously funded under the housing stability services provision of ERA2? (Yes/No)

If yes, how are you ensuring that the ERA2 Eviction Prevention Project services are being provided to very low-income families?

- b. Number of unique participant households that received their initial eviction prevention services under this project during the current reporting period.
- c. Number of unique participant households that received any amount of eviction prevention services under this project cumulatively from award date through the end of the reporting period.
- d. Cumulative number of unique participant households that received any amount of eviction prevention services under this project cumulative from award date through the end of the reporting period broken out by the recipient household income levels

as follows:

- Less than 30% of area median income
- Between 30 and 50% of area median income
- Between 50 and 80% of area median income

- e. Cumulative amount of ERA2 funds paid to or for participant households for eviction prevention services under this project.

### **Subrecipients, Contractors, and Direct Payees (Beneficiaries) Tab**

This is the first of three reporting tabs where each ERA2 Recipient must report detailed cumulative information about its administration of the financial components of the subject ERA2 award. The information reported in the three tabs is required by the Treasury Office of Inspector General for its oversight. In addition, Treasury provides information reported in these tabs to the Pandemic Recovery Oversight Committee, in keeping with Federal Law.

Each ERA2 Recipient must report detailed information about each of its subrecipients, contractors, and direct payees (beneficiaries) to which it obligated a total of \$30,000 or more of ERA2 funds since the date of receipt of the ERA2 award. (Note: “direct payees” includes ERA2 beneficiaries such as corporate landlords and utility providers, who are not individual tenants or unincorporated small landlords.) The required information about these entities, which Treasury uses for reporting to FSRs.gov and other purposes, is as follows:

- UEI or TIN Number
- Type of Entity (select from a picklist of entity types)
- Legal Name
- POC Email
- Address
- City
- State
- Zip and Zip+4
- Whether the Subrecipient, Contractor or Direct Payee is Registered in SAM.gov (The information on SAM.gov registration is not required for individual tenants or unincorporated small landlords who received the direct payment of ERA funds as a beneficiary.)

As explained in the [January 24, 2022, Special Guidance](#), ERA2 Recipients must create direct payee records for all businesses, corporations or non-profits that receive a total (cumulative) amount of ERA benefits valued at \$30,000 or more. However, ERA2 Recipients are not required to create direct payee records for beneficiaries who are individuals (tenants) or unincorporated small landlords, regardless of the amount of the ERA2 benefit payment.

Please see Appendix 9, Scenarios on Reporting an ERA Recipient's Allocations of ERA2 funds to Subrecipients, Contractors and Direct (Beneficiaries) for more information and examples that illustrate the requirements for ERA2 Recipient reporting on obligations and expenditures.

## Subawards, Contracts, and Direct Payments Tab

This is the second of three reporting tabs where each ERA2 Recipient is required to report detailed information about its administration of the financial components of the ERA2 award.

Each ERA2 Recipient must report on all subawards, contracts and direct payments for which it has obligated a total of \$30,000 or more in ERA2 funds since receipt of the ERA2 award.

This includes reporting on all obligations of \$30,000 or more for direct payments made to beneficiaries that are businesses, corporations, and non-profits. (This does not require reporting of obligations made for direct payment to beneficiaries that are individuals (tenants) or unincorporated small landlords.)

The required information includes:

- Name of the entity to which the Subaward, Contract or Direct Payment is directed
- Type of Entity for Payment
- Place of performance address
- Place of performance city
- Place of performance state
- Place of performance country
- Place of performance zip and zip+4
- Subaward, Contract or Direct Payment Number (to be provided by the ERA2 Recipient)
- Type of Transaction (select from a picklist of types)
- Amount obligated
- Subaward Date
- Performance start date
- Performance end date
- Narrative description of the subaward, contract or direct payment and the underlying use of ERA2 funds.

As explained in the [January 24, 2022, Special Guidance](#), ERA2 Recipients are not required to create records for amounts obligated for its direct payments of ERA2 benefits awarded to individuals who are tenants or unincorporated small landlords, regardless of the amount of the ERA2 benefit payment. These payments would be reported in aggregate in the “Payments to Individuals” section.

However, ERA2 Recipients must create direct payment records for businesses, corporations, and non-profit entities to which the ERA2 Recipient awards ERA2 benefits totaling a cumulative amount of \$30,000 or more.

Please see Appendix 9 for more information and several examples of the requirements for the ERA2 Recipient’s reporting on its obligations and expenditures and its subrecipient’s expenditures.



## Expenditures Tab

This is the third of three reporting tabs where each ERA2 Recipient is required to report detailed information about its administration of the financial components of the ERA2 award.

Please see Appendix 9 for more information and several examples of the requirements for the ERA2 Recipient's reporting on its obligations and expenditures and its subrecipient's expenditures.

### ***Expenditures Associated with the ERA2 Recipient's Subawards, Contracts and Direct Payments with obligations valued at \$30,000 or More***

The ERA2 Recipient must report the following information for all expenditures associated with its subawards, contracts and direct payments for which it had obligated a cumulative amount of \$30,000 or more. (These subawards, contracts are recorded via the Recipient Subawards, Contracts, and Direct Payments tab.)

- Subaward, Contract or Direct Payment number (the ERA2 Recipient's internal number reported in previous screens)
- Name of Subrecipient, Contractor or Direct Payee receiving the Direct Payment (expenditure) (only beneficiaries that are businesses, corporations, or non-profit entities, not individuals (tenants) or unincorporated small landlords)
- Expenditure Start and End date
- Expenditure amount
- Expenditure description (if Administrative Cost)
- Expenditure Category (allowed ERA2 Expenditure categories are listed here):
  - Financial Assistance: Rent
  - Financial Assistance: Rental arrears
  - Financial Assistance: Utility/home energy costs
  - Financial Assistance: Utility/home energy costs arrears
  - Other housing costs
  - Housing Stability Services Costs
  - Affordable Rental Housing Costs
  - Eviction Prevention Services Costs
  - Administrative Costs

### ***Total of all Obligations and Total of all Expenditures Associated with the ERA2 Recipient's Subawards, Contracts, and Direct Payments Valued at Less than \$30,000***

Each ERA2 Recipient must report the totals (aggregates) of all obligations and of all expenditures recorded in the reporting period which, individually, were in amounts less than \$30,000.

Each ERA2 Recipient must categorize and report the above aggregate amounts (obligation and expenditure amounts) by combinations of the authorized ERA2 expenditure categories listed above and the three authorized transaction types.

Treasury's portal will display an on-screen summary of the reported obligations and expenditures in tabular format. Please see Appendix 10 for a sample of the table. The sample may be particularly helpful for ERA2 Recipients who manually key-in these data points.

### ***ERA2 Recipient Obligations and Expenditures (Payments) to Individuals (Beneficiaries)***

Each ERA2 Recipient must report the total (aggregate) amounts of all ERA2 funds that were obligated and expended (paid) to individuals (beneficiaries) for each of the allowable expenditure categories. The amounts to be reported include direct payments to beneficiaries who are individuals (tenants) and beneficiaries who are unincorporated small landlords.

Treasury's portal will display an on-screen summary of the reported obligations and expenditures to individuals in tabular format. Please see Appendix 11 for a sample of the table. The sample may be particularly helpful for Recipients who manually key-in these data points.

### **ERA2 Emergency Rental Assistance Project Data and Participant Demographics Tab**

Each ERA2 grantee must report the following information on its ERA2 Emergency Rental Assistance Project. The required data are the same as was required for previous ERA2 quarterly compliance reports, with the exception that grantees must now report cumulative information rather than quarterly data. Grantees must continue to report certain data elements by Race, Ethnicity and Gender of the participant households' primary applicant for assistance. See Appendix 3 for details on the required demographic categories.

#### ***a. Cumulative Number of Unique Households that Completed and Submitted an Application for ERA2 Assistance.***

Definition: The cumulative number of unique households that submitted a complete application, as reasonably determined by the Recipient, for ERA assistance as of the end of the current reporting period. The phrase "unique households" means that each household applying for assistance should be counted only once, including where applicants applied multiple times over the program period. The Recipient must report the number of unique households for whom the ERA2 Recipient received a completed application between the date of receipt of the ERA2 award and the end of the current reporting period. The Recipient must also report the number broken out by the race, ethnicity, and gender of the primary applicant for assistance.

***b. Number of Unique Households that Received ERA Assistance of Any Kind***

***i. Cumulative Number of Unique Households that Received ERA2 Assistance***

Definition: The cumulative number of unique participant households whose rent, rental arrears, utility/home energy payments, utility/home energy arrears, or other expenses related to housing were fully or partially paid under the subject ERA2 Project between the date of receipt of the ERA2 award and the end of the current reporting period.

The Recipient must report the cumulative number of unique households that received ERA2 assistance of any type and of any dollar amount under the subject ERA2 Project since receipt of the ERA2 award. The Recipient must also report the cumulative number broken out by race, ethnicity, and gender of the primary applicant for assistance.

***ii. Number of Unique Households that Received their Initial ERA2 Assistance in the Current Quarterly Reporting Period***

Definition: The sum of the number of unique participant households whose rent, rental arrears, utility/home energy payments, utility/home energy arrears, or other expenses related to housing were fully or partially paid for the first time under the subject ERA2 Emergency Rental Assistance project during the quarterly reporting period.

The Recipient must report the number of unique households that received any ERA assistance of any type for the first time under the ERA2 Emergency Rental Assistance project in the quarterly reporting period. The Recipient must also report this number broken out by race, ethnicity, and gender of the primary applicant for assistance.

***c. Cumulative Number of Households that Received ERA2 Assistance by Type***

Each ERA2 Recipient must report the cumulative number of unique households that received any type of ERA2 Financial Assistance as listed below, between the date of receipt of the ERA2 award and the end of the current reporting period.

For each of the five types of ERA2 Financial Assistance listed below, Recipients will need to track and report the cumulative number of households receiving each type of assistance since receipt of the ERA2 award. Count each household only one time for a given type of assistance, regardless of whether the household had received that type of assistance multiple times. For example: where the ERA2 Project made a rent payment for a participant household and made a utility/home energy assistance payment for the same participant household, the grantee should report this as one

household receiving rent assistance and one household receiving utility/home energy assistance. Similarly, where the ERA2 Project paid two utility/home energy payments to the same participant household, the Recipient should report this as one household receiving utility/home energy assistance.

*i. Rent*

Definition: The cumulative number of unique participant households that received (or whose landlord was paid) at least one rent payment of any dollar amount under the subject ERA2 Project between the date of receipt of the ERA2 award and the end of the current reporting period.

The Recipient must also report the numbers broken out by race, ethnicity, and gender of the primary applicants for assistance.

*ii. Rental Arrears*

Definition: The cumulative number of unique participant households that received (or whose landlords were paid) a payment of any dollar amount for rental arrears under the subject ERA2 Project between the date of receipt of the ERA2 award and the end of the current reporting period.

The Recipient must also report the cumulative number broken out by the race, ethnicity, and gender of the primary applicants for assistance.

*iii. Utilities/Home Energy Costs*

Definition: The cumulative number of unique participant households that received (or whose utility/home energy provider was paid) any dollar amount for any portion of at least one utility or home energy bill under the subject ERA2 Project between the date of receipt of the ERA2 award and the end of the current reporting period.

The Recipient must also report the number broken out by race, ethnicity, and gender of the primary applicants for assistance.

*iv. Utilities/Home Energy Arrears*

Definition: The cumulative number of unique participant households that received (or whose utility/energy provider was paid) any dollar amount for utility/home energy arrears under the subject ERA2 Project between the date of receipt of the ERA2 award and the end of the current reporting period.

The Recipient must also report the cumulative number broken out by the race, ethnicity, and gender of the primary applicants for assistance.

*v. Other Expenses Related to Housing*

Definition: The cumulative number of unique participant households that

were paid any dollar amount for other approved housing expenses (Including eviction prevention/diversion assistance not provided under a separate ERA2 Eviction Prevention Project under the subject ERA2 Project (excluding rent, rental arrears, utility or home energy costs and home energy costs arrears) between the date of receipt of the ERA2 award and the end of the current reporting period. The Recipient must also report the cumulative number broken out by race, ethnicity, and gender of the primary applicants for assistance.

d. ***Housing Stability Services***

Definition: The cumulative number of unique participant households that received housing stability services under the subject ERA2 Project between the date of receipt of the ERA2 award and the end of the current reporting period. This includes housing stability services provided directly by the Recipient or by any subrecipients or contractors.

e. ***Cumulative Number of Unique Participant Households at Certain Income Levels***

Each ERA2 Recipient must report the cumulative number of unique ERA2 participant households that were paid any dollar amount for at least one of the following: rent, rental arrears, utilities/home energy costs, utility/home energy arrears, or other expenses related to housing, between the date of receipt of the ERA2 award and the end of the current reporting period, by the following ranges of household income levels:

- i. Less than 30% of area median income (#)
- ii. Between 30% and 50% of area median income (#)
- iii. Between 50% and 80% of area median income (#)
- iv. Total number of unique recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs (#)
- v. Total number unique of recipient households whose income eligibility was determined using a fact-based proxy (#)

The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for “Access Individual Income Limits Areas” at <https://www.huduser.gov/portal/datasets/il.html>. Also see FAQ No. 4 in Treasury’s ERA Frequently Asked Questions (FAQs) available on the [Emergency Rental Assistance Program](#) page.

The numbers reported for group iv. and v. above should only include households for which the household income was determined to be eligible for other federal benefit programs or by a fact-based proxy and for whom there is not sufficient information in the self-certification to determine the correct AMI classification. The ERA2 Recipient should categorize participants into an AMI category wherever they

have sufficient information to do so, even though the ERA2 Recipient used a proxy to determine income eligibility.

Each ERA2 Recipient must report cumulative numbers of unique participant households in each of the five income categories who received ERA2 assistance between the date of receipt of the ERA2 award and the end of the current reporting period. Each ERA2 Recipient must also report the cumulative numbers of unique participant households in each income category broken out race, ethnicity, and gender of the primary applicants for assistance.

f. ***Cumulative Amount of ERA2 Award Funds Paid to or for Participant Households***

Definition: The cumulative dollar amount of ERA2 award paid under the ERA2 Project to or for participant households including payments for rent, rental arrears, utility/home energy costs, utility/home energy arrears, and other housing services and eligible expenses. This does not include funds paid for Housing Stability Services.

Each ERA2 Recipient must report the cumulative amount paid between the date of receipt of the ERA2 award and the end of the current reporting period. The Recipient must also report the cumulative number broken out by race, ethnicity, and gender of the primary applicants for assistance.

g. ***Average Number of Months of Rent, Rent Arrears, Utility/Home Energy Payments, and Utility/Home Energy Arrears Covered for Each Participant Household***

*Each ERA2 Recipient must calculate and report the following averages covering the period from the date of receipt of the ERA2 award to the end of the current reporting period:*

- i. Average number of months of rent or utility/home energy payments covered for each participant household (provide cumulative participant demographic data).
- ii. Average number of months of prospective rent covered for each participant household over the award period of performance (provide cumulative participant demographic data).
- iii. Average number of months of rent arrears covered for each participant household over the award period of performance (provide cumulative participant demographic data).
- iv. Average number of months of prospective utility/home energy costs covered for each participant household over the award period of performance (provide cumulative participant demographic data).
- v. Average number of months of utility/home energy cost arrears covered for each participant household over the award period of performance (provide cumulative participant demographic data).

## **Amounts Approved for Payment (Obligated) and Amounts Paid (Expended)**

Each ERA2 Recipient must report the cumulative amount approved (obligated) and cumulative amount paid (expended) for assistance to households and for administrative expenses under the subject ERA2 Project. This includes all amounts obligated and expended by the ERA2 Recipient and its subrecipients and contractors, as applicable.

h. ***Cumulative Amount of ERA Award Funds Paid (Expended) for Administrative Expenses as of the end of the Reporting Period***

Definition: The cumulative amount of the ERA2 award the ERA2 Recipient (and its subrecipients and contractors, as applicable) expended for administrative expenses between the date of receipt of the ERA2 award and the end of the current reporting period. This does not include amounts expended (paid) for housing stability services.

Note: For costs to have been incurred as defined, performance of the service or delivery of the good(s) must have occurred.

i. ***Cumulative Amount of ERA2 Award Funds Approved (Obligated) for Administrative Expenses as of the end of the Reporting Period***

Definition: The cumulative amount of the ERA2 award the ERA2 Recipient (and its subrecipients and contractors, as applicable) approved (obligated) for payment for administrative expenses between the date of receipt of the ERA2 award and the end of the current reporting period. This does not include amounts obligated for housing stability services. While ERA2 Recipients may use an equivalent definition contained in existing policies and procedures, the amount obligated should reflect the amount of administrative expense the ERA2 Recipient has agreed to pay during the same or a future period, as evidenced by a legally binding agreement or contract.

j. ***Cumulative Amount of the ERA2 Award Funds Paid (Expended) for Housing Stability Services***

Definition: Cumulative amount of the ERA2 award the ERA2 Recipient (and its subrecipients and contractors, as applicable) paid (expended) for housing stability services (including eviction prevention/diversion) between the date of receipt of the ERA2 award and the end of the current reporting period.

Note: For costs to have been incurred as defined, performance of the service or delivery of the good(s) must have occurred.

k. ***Cumulative Amount of the ERA2 Funds Approved (Obligated) for Housing Stability Services***

Definition: Cumulative amount of the ERA2 award the ERA2 Recipient (and its subrecipients and contractors, as applicable) approved (obligated) for housing

stability services (including eviction prevention/diversion) between the date of receipt of the ERA2 award and the end of the current reporting period.

Note: This amount is separate and distinct from the amounts of ERA2 funds the ERA2 Recipient obligated for a ERA2 Eviction Prevention Project as discussed in [FAQ 46](#).

While ERA2 Recipients may use an equivalent definition contained in existing policies and procedures, the amount obligated should reflect the amount of assistance the Recipient has agreed to pay during the same or a future period, as evidenced by a legally binding agreement or contract.

***Reminder: Obligations and Expenditures by Each Financial Assistance Type as Required Above Must be Less than or Equal to the Federal Award Amount*** --The amount an ERA2 Recipient reports as obligated or expended by ERA2 financial assistance type (for example, rent, rental arrears, etc.) and for administrative expenses must not exceed the total amount of the ERA2 award. This rule applies to amounts reported for a single reporting period and for cumulative reporting. Financial assistance and administrative obligations and expenditures should be a subtotal of total obligations and total expenditures.

## Performance & Financial Reporting Tab

Treasury's performance and financial reporting requirements are designed to ensure maximum transparency around use of ERA2 award funds for the public consistent with 2 CFR 200; to enable sufficient monitoring by Treasury and Treasury OIG, and to align with PRAC financial reporting requirements.

### ***Performance Reporting***

#### ***Current Performance Narrative***

Each ERA2 Recipient must provide a brief narrative of 12,000 characters (2,000 words) or less describing the cumulative performance and accomplishments of the subject ERA2 Project. The narrative should support the performance and demographic data submitted and must include the following information:

- Activities implemented and notable achievements to date
- Planned activities
- Notable challenges and status of each challenge
- Details on compliance/non-compliance issues and mitigation plans
- Requests for additional assistance or guidance from Treasury
- Other information, as appropriate. Recipients do not need to repeat information provided in the Project Overview section above.



## ***Narrative on Effective Practices***

Each ERA2 Recipient may provide a brief narrative of 3,500 characters (500 words) or less describing effective practices for administering ERA2 programming to share with the ERA community.

## ***Financial Reporting***

Each ERA2 Recipient must provide the following financial data.

- Total ERA2 award amount (pre-populated)
- Cumulative amount of ERA2 Award Obligated as of the end of the Reporting Period
- Cumulative amount of ERA2 Award Obligated but not Expended as of the end of the Reporting Period
- Cumulative amount of ERA2 Award Expended as of the end of the Reporting Period
- Amount of ERA2 Award Unobligated as of the end of the Reporting Period
- Current Quarter Obligations
- Current Quarter Expenditures

***Reminder on Limitations on Administrative Costs*** – Recipients are limited in the amounts ERA2 used for administrative costs. See Appendix 8 for more information on uses of ERA funds for these costs. All recipients are permitted to charge both direct and indirect costs to their ERA2 awards. Recipients that elect to charge indirect costs to the ERA2 award must provide a copy of its current negotiated indirect cost rate agreement in the designated upload section of the online form. If a cost rate agreement does not exist, the Recipient must provide a written notification that it elected to use the de minimus indirect costs rate of ten percent of the modified total direct costs, per 2 CFR 200.414(f).

***Reminder that Obligations and Expenditures Must Not Exceed the Federal Award Amount*** – Recipients should ensure that amounts reported as obligated or expended do not exceed the total amount of the recipient's respective ERA2 award received from Treasury. Some recipients have reported obligations or expenditures that exceed the amount of funds awarded and paid by Treasury. While recipients may utilize other, non-Treasury ERA funds for their rental assistance programs, and are encouraged to do so within the guidelines set forth in Treasury's ERA Frequently Asked Questions and related guidance from the Office of Management and Budget in M-21-20, Promoting Public Trust in the Federal Government through Effective Implementation of the American Rescue Plan Act and Stewardship of the Taxpayer Resources, Recipients should only report to Treasury in their ERA Quarterly Reports on expenditures and obligations related to their ERA2 award received from Treasury. Treasury encourages recipients to identify amounts

*and describe contributions from other federal, state, or local programs in a comment field in future quarterly and monthly submissions.*

### ***ERA2 Emergency Rental Assistance Project Participant Household Payment Data File (PHPDF)***

The Participant Household Payment Data File (PHPDF) is a required component of each ERA quarterly report. Beginning with the Q1 2023 Report, ERA2 Recipient must submit a single cumulative PHPDF file containing information from the program inception through the current reporting period in each reporting period. Each quarterly submittal will replace all PHPDF data previously submitted. This will allow you to submit current period data and revisions to prior period data each reporting period. Please may do so with the file name PHPDF\_ERA2-XXXX\_Cumulative.csv.

ERA2 Recipients must use a Treasury template for providing the PHPDF. The template is available for download from the “Bulk Upload Templates and Instructions” tab of Treasury’s portal.

Treasury’s portal will enable ERA2 Recipients to securely upload the data file as part of each Quarterly Report. ERA2 Recipients should take care to never include beneficiary names or social security numbers in the file submission. ERA2 Recipients are reminded of the requirement to establish data privacy and security requirements for the information collected from all households, including protection of household personally identifiable information, and to provide confidentiality protections, as necessary, consistent with this requirement as set forth in the Consolidated Appropriations Act, 2021. Treasury’s eligibility and verification guidance remains unchanged.

Please see Figure 3 for information, guidance, and requirements for developing and submitting the PHPDF.

Any recipient that does not upload the PHPDF for submission with this quarterly report must provide an explanation in the comment box below with a timeframe for when the file will be submitted.

**Figure 3**  
**Required Participant Household Payment Data File Elements**

All ERA2 Recipients must provide a Participant Household Payment Data File containing details on each payment made to each unique participant household that receiving, either directly or indirectly, a disbursement of ERA2 funds from the subject ERA2 Emergency Rental Assistance Project over the entire award period of performance:

- Physical address of the participant household that received the payment (not P.O. Box)
- Type of Payee to whom the payment was made (payee types are: Tenant; Landlord or Owner; Utility/Home Energy Service Provider; Other Housing Services and Eligible Expenses Provider)
- Category of ERA2 Financial Assistance provided (Rent; Rental Arrears; Utilities/Home Energy Costs; Utility/Home Energy Arrears; and Other Housing Services and Eligible Expenses)
  - In situations where a payment is for multiple categories of financial assistance, please report the predominant category for the payment
- Amount of payment
- Date of the payment
- Start and End Dates covered by the payment (as documented in the participant household's application / records, as appropriate)
  - In situations where the period of coverage is not known, please provide a Start Date and leave the End Date field blank.

Each ERA2 Recipient should include the physical address of the participant household only. Do not provide the address of the landlord, the utility provider, or other entity that received the payment.

Recipients should not provide information about payments made to Housing Stability Service providers or about payments made for Administrative Costs.

To the extent that the ERA2 Recipient made multiple payments to assist tenants at the same address, the Recipient should include multiple data entries per household. See the following two scenarios for more information:

- a) When an ERA2 Recipient makes a rental payment and a separate utility/home energy payment for the same household during the reporting period, the data file should include two separate entries (one entry for each payment).
- b) When an ERA2 Recipient makes one payment to a landlord for the current rent due and an additional amount for the rental arrears, the data file should include two entries – one for the rent payment and one for the rental arrears payment.

### Report Certification and Submission Tab

Treasury's Portal will present the following statement that the Recipient's Authorized Representative for Reporting must use to certifying that the information provided is complete and accurate:

*I certify that the information provided is accurate and complete after reasonable inquiry of people, systems, and other information available to the ERA Recipient. The undersigned acknowledges that a materially false, fictitious, fraudulent statement or representation (or concealment or omission of a material fact) in this submission may be the subject of criminal prosecution under the False Statements Accountability Act of 1996, as amended, 18 U.S.C. § 1001, and also may subject me and the ERA Recipient to civil penalties, damages, and administrative remedies for false claims or otherwise (including under to 31 U.S.C. §§ 3729 et seq.). The undersigned is an authorized representative of the ERA Recipient with authority to make the above certifications and representations on behalf of the ERA Recipient.*

The Recipient's designated Authorized Representative for Reporting will be required to e-sign this certification before **final submission** of the quarterly report via the portal. Note that the certification will be the last step in the Recipients' submission process for submitting a quarterly report.

In addition, to ensure that the individual currently logged-in to Treasury's Portal is in fact authorized to certify and submit an ERA Quarterly Report the portal will display the name, title, phone, and email address of the currently person who is current logged-in to the system.

If the name shown above is not that of an authorized ERA2 Administrator or ERA2 Authorized Representative, the logged-in individual should save and log-off the portal, then have an authorized ERA2 Account Administrator or ERA2 Authorized Representative for Reporting sign in to officially certify and submit the quarterly report.

# Appendices

## Appendix 1 – Quarterly Reporting Elements

**Table A-2**  
**ERA2 Recipients**  
**Required Reporting Elements for ERA Quarterly Reports**  
**effective with the Q1 2023 Report**

Guidance Section / Portal Tab	Reporting Item	Requirements all ERA2 Recipients
<b>Recipient Profile</b>	All components listed within section / portal tab	Required
<b>Project Overview</b>	All components listed within section / portal tab	Required
<b>Emergency Rental Assistance Project</b>	All components listed within section / portal tab	Required
<b>Affordable Rental Assistance Project(s)</b>	All components listed within section / portal tab	Required if the ERA2 administers an ERA2 Affordable Rental Housing Project
<b>Eviction Prevention Project(s)</b>	All components listed within section / portal tab	Required if the ERA2 administers an ERA2 Eviction Prevention Project
<b>Project Data and Participant Demographics</b>	Number of unique households that completed and submitted an application for ERA Assistance	Required, including demographic data breakdown
	Number of unique households that received assistance of any kind	Required, including demographic data breakdown
	Number of unique households that received their initial ERA assistance in the current reporting period	Required, including demographic data breakdown
	Number of unique households that received ERA assistance by type – rent	Required, including demographic data breakdown
	Number of unique households that received ERA assistance by type – rental arrears	Required, including demographic data breakdown
	Number of unique households that received ERA assistance by type – utilities/home energy bills	Required, including demographic data breakdown
	Number of unique households that received ERA assistance by type – utilities/home energy arrears	Required, including demographic data breakdown

Guidance Section / Portal Tab	Reporting Item	Requirements all ERA2 Recipients
	Number of unique households that received ERA assistance by type – other expenses related to housing	Required, including demographic data breakdown
	Number of unique households that received ERA assistance by type – housing stability services	Required, do not provide demographic data breakdown
	Number of unique households at certain income levels: less than 30% of Area Median Income	Required, including demographic data breakdown
	Number of unique households at certain income levels: between 30 and 50% of Area Median Income	Required, including demographic data breakdown
	Number of unique households at certain income levels: between 50 and 80% of Area Median Income	Required, including demographic data breakdown
	Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs	Required, including demographic data breakdown
	Total number of recipient households whose income eligibility was determined using a fact-based proxy	Required, including demographic data breakdown
	Total amount of ERA award paid to or for participant households	Required, including demographic data breakdown
	Average number of months of rent or utility/home energy payments covered for each participant household	Required, including demographic data breakdown
	Amounts Paid (Expended) and Amounts Approved (Obligated for Payment) in the quarter (items j through n in this section)	Required
<b>Performance and Financial Reporting</b>	Performance narrative	Required
	Narrative on effective practices	Required
	Data points as required on the SF-425: <ul style="list-style-type: none"> <li>• Total award amount (pre-populated)</li> <li>• Cumulative amount of Award Obligated as of the end of the Reporting Period</li> <li>• Cumulative amount of Award Obligated by not Expended as of the end of the Reporting Period</li> <li>• Cumulative amount of Award Expended as of the end of the Reporting Period</li> <li>• Amount of award Unobligated as of the end of the Reporting Period</li> </ul>	Required

Guidance Section / Portal Tab	Reporting Item	Requirements all ERA2 Recipients
	<ul style="list-style-type: none"> <li>• Current Quarter Obligations</li> <li>• Current Quarter Expenditures</li> </ul>	
	Participant Household Payment Data File	Required
<b>Report Certification and Submission</b>	Certify and Submit	Required

## Appendix 2 – ERA2 Program Terminology

### **Who is a ERA2 Recipient / Grantee?**

A Recipient (also referred to as a Prime Recipient) is an entity that received an ERA2 award directly from Treasury pursuant to section 3201 of the American Rescue Plan Act (ARPA):

Recipients / Grantees of ERA2 Awards:

- All 50 States
- Units of local government with more than 200,000 residents
- The District of Columbia
- U.S. Territories

### **What is an ERA2 award?**

Awards issued by Treasury pursuant to section 3201 of the American Rescue Plan Act.

### **What is a Subrecipient in the context of ERA2 Reporting?**

For the purposes of ERA reporting, a subrecipient is an entity or individual to which an ERA recipient / grantee issues a subaward.

### **What is a Contractor?**

Contractors are entities that receive a contract from the ERA Recipient / grantee for the purpose of obtaining goods and services to implement the ERA award.

### **What is a Beneficiary in the context of ERA2 reporting?**

For the purposes of ERA2 reporting, Beneficiaries are entities or individuals that receive direct payments from the ERA2 Recipient / grantee or its Subrecipient(s). Beneficiaries may be a household/tenant, a landlord, a utility provider, or vendor for other related housing expenses (e.g., for internet services and hotel stays).

### **What are ERA2 Financial Services in the context of ERA2 program reporting?**

Financial Services are payments of ERA2 funds by an ERA2 Recipient / grantee or its Subrecipient(s) for rent, rental arrears, utility/home energy assistance or utility/home energy assistance arrears of the ERA program participant households.

### **What are Housing Stability Services in the context of ERA2 program reporting?**

Housing Stability Services are services for which the ERA2 Recipient / grantee or its Subrecipient(s) use(s) ERA2 funds to pay a third party that provides housing assistance services for a participant household.

### **What is a Fact-Based Proxy for Determining Participant Income Eligibility?**

A Fact-Based Proxy as described in FAQ #4 dated May 7, 2021, is a written attestation from the applicant as to household income without further documentation of income. An ERA Recipient / grantee may rely on such an attestation from the applicant if the ERA2 Recipient / grantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.



**What is an obligation?**

For purposes of ERA2 reporting, an obligation is a commitment to pay a third party with ERA2 award proceeds based on a contract, subaward, direct payment, or other arrangement.

**What is an expenditure?**

For purposes of ERA2 reporting, an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).

**What is a contract?**

A contract is an obligation to an entity associated with an agreement to acquire goods or services.

**What is a direct payment?**

A direct payment is a disbursement by the ERA2 Recipient (with or without an existing obligation) to an entity or individual that is not associated with a contract or subaward. Examples of direct payments are a benefit payment the ERA2 Recipient makes to a household/tenant, a landlord, a utility provider, or a payment the ERA2 Recipient makes to a vendor for other related housing expenses (e.g., for internet services and hotel stays).

**What is the primary place of performance for a contract or a subaward?**

The primary place of performance is the address where the predominant performance of the contract or subaward will be accomplished.

**What is the period of performance start date and end date for a contract or a subaward?**

The period of performance start date is the date on which efforts begin or the contract or subaward is otherwise effective. The period of performance end date is the date on which all effort is completed, or the contract or subaward is otherwise ended.

**What is the ERA2 Recipient's / Grantee's designated ERA2 Authorized Representative for Reporting?**

The ERA2 Recipient's designated Authorized Representative for Reporting is the individual designated by the ERA2 Recipient / Grantee as having authority to certify and submit official reports on behalf of the Recipient (a governmental entity administering the specific ERA2 award).

**What is the ERA2 Recipient's / Grantee's designated ERA2 Point of Contact for Reporting?**

The ERA2 Recipient's designated ERA2 Point of Contact for Reporting is the individual designated by the ERA2 Recipient / grantee who is responsible for receiving official Treasury notifications about program reporting including alerts about upcoming reporting, requirements, and deadlines. The ERA2 Point of Contact for Reporting is also responsible for completing the reports for the Recipient / grantee.

**What is a Redirect of Award Funds?**

A redirect of award funds occurs when a locality receives an ERA award and subsequently transfers 100% of the ERA award funds received from Treasury to its eligible State. In this situation, the redirect of award funds is finalized when the locality has submitted the relevant redirection documentation to Treasury and Treasury has provided confirmation of acceptance of such documentation. At that time, the locality's ERA award is cancelled, and the locality has no further legal obligation to Treasury under the ERA award. The State's ERA award is modified by the amount of the funds transferred by the local government and the State is responsible as the recipient for reporting on the use of the transferred award funds, as such funds are now subject to the requirements set forth in the ERA Award Terms and Conditions previously accepted by the State in connection with its ERA award.

## Appendix 3 – Race, Ethnicity and Gender Categories for Reporting Disaggregated Counts of ERA2 Project Participants

State, Local and Territorial Recipients receiving ERA2 awards are required to report total (aggregate) counts of the number of ERA2 Project participants over several factors such as the number of applications received and approved and the number of participants receiving each type of authorized ERA2 assistance, so forth in each quarterly report. These ERA2 Recipients must also report the figures disaggregated by three demographic characteristics of the head of each participating household. The primary demographic characteristics – race, ethnicity, and gender – and each required subcategory are listed below.

### **Race**

- American Indian or Alaska Native
- Asian
- Black or African American
- Mixed Race
- Native Hawaiian or Other Pacific Islander
- White
- Declined to Answer
- Data Not Collected

### **Ethnicity**

- Hispanic or Latino
- Not Hispanic or Latino
- Declined to Answer
- Data Not Collected

### **Gender**

- Female
- Male
- Non-binary
- Declined to Answer
- Data Not Collected

## Appendix 4 – Expenditure Categories and Payee Types

The following are several key terms helpful for ERA2 Recipient / Grantee data collection and reporting.

### Allowed Expenditure Categories

- Financial Assistance: Rent
- Financial Assistance: Rental arrears
- Financial Assistance: Utility/home energy costs
- Financial Assistance: Utility/home energy costs arrears
- Financial Assistance: Other housing costs
- Housing Stability Services Costs
- Affordable Rental Housing Costs
- Eviction Prevention Services Costs
- Administrative Costs

### Payee Types

- Tenant
- Landlord or Owner
- Utility / Home Energy Service Provider
- Other Housing Services and Eligible Expenses Provider

## Appendix 5 – Administration and Compliance Information for ERA2 Award Recipients

### Background Information

- [Guidance including Frequently Asked Questions and Fact Sheets](#)

### Administration and Compliance

- [ERA2 Award Terms and Conditions](#) which include important details for Recipients such as: Allowable uses of funds; Allowable administrative costs; Reporting; Maintenance of and Access to Records; Compliance with Applicable Laws and Regulations and other topics (this list of topics is only illustrative of topics covered in the Award Terms and Conditions).
- ERA2 award terms with detailed information on such topics as allowable uses of funds.
- Regulatory Requirements under the Uniform Guidance ([2 CFR Part 200](#)): The ERA2 awards are generally subject to the requirements set forth in the Uniform Guidance. In all instances, Recipients should review the Uniform Guidance requirements applicable to its use of ERA2 award funds. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.
- Single Audit Requirements: Recipients and Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the implementing guidance on OMB's website, the OMB Compliance Supplements for audits of federal funds, and related guidance at, and the [Federal Audit Clearinghouse](#) to see examples and single audit submissions.
- Civil Rights Compliance: Unless exempted, recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) 42 U.S.C. §§ 2000d et seq., and Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112,

as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§1681 et seq., and the Department's implementing regulations, 31 CFR Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and Treasury's implementing regulations at 31 CFR Part 23. In order to carry out its enforcement responsibilities, under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR Part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR Part 42, provide for the collection of data and information from recipients (see 28 CFR § 42.406). Treasury will request recipients to submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

### **Additional Helpful Information**

- [Emergency Rental Assistance Program Federal Assistance Listing \(CFDA Number 21.023\) as posted on SAM.gov](#). The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The Assistance Listing Number (ALN) is the unique 5-digit number assigned to identify a federal assistance listing and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

## Appendix 6 – Formerly Required ERA2 Monthly Reports

ERA2 Recipients were required to submit brief monthly reports through June 30, 2022. This requirement is subject to change and Treasury may require submission of additional Monthly Reports.

The required monthly consist of two data elements as described below. Recipients must submit the monthly reports via the Treasury portal by the 15<sup>th</sup> day of the month following the reporting period.

<b>Required ERA2 Monthly Reporting Data Elements and Definitions</b>		
<b>Equivalent on Quarterly Report</b>	<b>Element</b>	<b>Definition</b>
See “Project Data and Participant Demographics” Tab	Number of Unique Households that Received ERA2 Assistance of Any Kind in the Reporting Period	<p>The number of unique participant households whose rent, rental arrears, utility/home energy payments, utility/home energy arrears, or other expenses related to housing were fully or partially paid under the subject ERA2 award in the reporting period. This number should capture all previously-approved applicants receiving assistance from [month day 1 – month day 30, 20XX], as well as new applicants approved in the month with assistance received and/or paid in from [month day 1 – month day 30, 20XX].</p> <p>Please enter “0” if the grantee has not experienced any new activity on this data element during [month day 1 – month day 30, 20XX] reporting period.</p>

<b>Required ERA2 Monthly Reporting Data Elements and Definitions</b>		
<b>Equivalent on Quarterly Report</b>	<b>Element</b>	<b>Definition</b>
See "Project Data and Participant Demographics" Tab	Total Amount of ERA2 Award Funds Paid to or for Participant Households in the Reporting Period	<p>The total dollar amount of ERA2 award funds paid under the ERA2 Project to or for participant households including payments for rent, rental arrears, utility/home energy costs, utility/home energy cost arrears, and other housing services and eligible expenses in the [month day 1 – month day 30, 20XX] reporting period. This does not include funds paid for Housing Stability Services.</p> <p>Please enter "0" if the grantee has not experienced any new activity on this data element during reporting period.</p>



## **Appendix 7 – Applicable Limitations on Administrative Expenses**

The following Treasury FAQ addresses the applicable limitation on uses of ERA2 award funds for administrative expenses.

Under ERA2, not more than 15 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities.

For ERA2, any direct and indirect administrative costs must be allocated by the grantee accordingly for the provision of financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities. As required by the applicable statutes, not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in [FAQ 23](#)). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award, but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 15 percent of the amount of the award for ERA2.

Please see Treasury's ERA Frequently Asked Questions (FAQs) under the Guidance section on the [Emergency Rental Assistance Program](#) page for more information on administrative expenses and other important topics.

## **Appendix 8 – Background on Annual Civil Rights Compliance and Reporting**

Treasury will request information on each Recipients' compliance with Title VI of the Civil Rights Act of 1964 (Title VI) on an annual basis. This information may include a narrative describing the Recipient's compliance with Title VI, along with other questions and assurances. Treasury currently plans to require this additional information as part of one the scheduled quarterly reports. Treasury will provide additional instructions and guidance on requirements for the Civil Rights reporting as it become available. This collection does not apply to Tribal Governments.

Civil Rights Compliance: Unless exempted, recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) 42 U.S.C. §§ 2000d et seq., and Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§1681 et seq., and the Department's implementing regulations, 31 CFR Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and Treasury's implementing regulations at 31 CFR Part 23. In order to carry out its enforcement responsibilities, under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR Part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR Part 42, provide for the collection of data and information from recipients (see 28 CFR § 42.406). Treasury will request non-Tribal recipients to submit data for post award compliance reviews, including information such as a narrative describing their Title VI compliance status. (See page 48-49).

## Appendix 9 -- Scenarios on Reporting

### Reporting the ERA2 Recipient's Allocations of ERA2 funds to Subrecipients, Contractors and Direct Payees (Beneficiaries)

Each ERA2 Recipient must report on its uses of ERA2 funds. This includes reporting on all the Recipients' obligations to subrecipients, contractors and direct payees and the associated expenditures on subawards, contracts and direct payments.

In general, each ERA2 Recipient must report the following information for each of its ERA2 awards (ERA2 Project) in the reporting quarter.

1. The ERA2 Recipient's obligations of \$30,000 or more and related expenditures.
  - a. Subawards (issued to Subrecipients) by the Prime Recipient valued at \$30,000 or more
    - i. Obligations (individually reported as applicable) on the Subrecipients, Contractors and Beneficiaries Tab
    - ii. Related expenditures (individually reported) made by the subrecipient on the Expenditures Tab under the Expenditures Associated with the ERA2 Recipient's Subawards, Contracts and Direct Payments Valued at \$30,000 or More section.
  - b. Contracts (issued to Contractors) by the Prime Recipient valued at \$30,000 or more.
    - i. Obligations (individually reported as applicable) on the Subrecipients, Contractors and Beneficiaries Tab
    - ii. Related expenditures (individually reported) made by the contractor on the Expenditures Tab under the Expenditures Associated with the ERA2 Recipient's Subawards, Contracts and Direct Payments Valued at \$30,000 or More section.
  - c. Direct Payments (including direct payments issued to Beneficiaries) by the Prime Recipient valued at \$30,000 or more (not including benefit payments to individuals who tenants or unincorporated small landlords, regardless of the amount).
    - i. Obligations (individually reported) on the Subrecipients, Contractors and Direct Payments Tab
    - ii. Related Expenditures will be the same as the obligation amount. This will be reported on the Expenditures Tab under the Expenditures Associated with the ERA2 Recipient's Subawards, Contracts and Direct Payments Valued at \$30,000 or More section.

2. For subawards, contracts and direct payments to direct payees (including to beneficiaries) valued at less than \$30,000, report the aggregate amount of all obligations and aggregated amount of all expenditures. This reporting must be performed up to 24 times (reported by 8 Expenditure Category types across 3 Aggregate Types). This will be reported on the Expenditures Tab under the Total of all Obligations and Total of all Expenditures Associated with the ERA2 Recipient’s Subawards, Contracts, and Direct Payments Valued at Less than \$30,000 section.
3. For all direct payments to individuals (including individuals (tenants) or unincorporated small landlords), report the aggregate amount of all obligations and aggregate amount of all expenditures. This reporting must be performed up to 8 times (reported by 8 Expenditure Category types). This will be reported on the Expenditures Tab under the Recipient Obligations and Expenditures (Payments) to Individuals (Beneficiaries) section.

The following brief examples present separate scenarios in which an ERA2 Recipient obligates funds to a Subrecipient, Contractor or Beneficiary and records the associated expenditures. In general, the scenarios illustrate the steps of creating Subrecipient, Contractor and Beneficiary records; recoding the obligating the ERA2 funds via a corresponding subaward, contract or direct payment; and recording the expenditure of the funds and required details on the appropriate Treasury portal screen.

Each scenario presents a brief statement of the reporting requirement for each transaction and a bulleted list of required actions for reporting the required details on the Treasury portal screens (or by using the bulk upload functionality).

<p><b>EXAMPLE 1</b></p> <p><i>State A (the ERA2 Recipient) issues a subaward in the amount of \$1,000,000 to Blue County on February 22, 2021</i></p>
<p><b>REPORTING REQUIREMENT</b></p> <p>The ERA2 Recipient must create a Subrecipient record and a Subaward record in Treasury’s portal when it obligates \$30,000 or more of ERA2 funds via a subaward, contract, or direct payment. It must record this information in the quarter when it obligated the ERA2 funds.</p>
<p><b>ACTION REQUIRED</b></p> <ul style="list-style-type: none"> <li>• State A must create a Subrecipient Record for Blue County on the “Subrecipient, Contractor, Direct Payee” tab in Treasury’s portal. It must use the “Subaward, Contract,</li> </ul>

Direct Payment” tab to create a subaward record {Subaward A} and record the \$1,000,000 obligation issued to Blue County.

- Note, State A may opt to provide the required information via the bulk upload function in Treasury’s portal.

### **EXAMPLE 2**

*State A modifies the pre-existing subaward with Blue County with an additional \$10,000,000 obligation on May 1, 2021*

### **REPORTING REQUIREMENT**

The ERA2 Recipient must record modifications to existing subawards, contracts, and direct payments in Treasury’s portal in the quarter when it made the modification.

### **ACTION REQUIRED**

- State A has previously created a Subrecipient Record for Blue County in the earlier quarter. Therefore, there is no need for it to re-enter the information about Blue County or modify the existing Subrecipient Record in any way (unless there was a change to Blue County’s profile information).
- State A must record the additional \$10,000,000 obligated to Blue County by updating the existing {Subaward A} record associated with the original Blue County obligation on the “Subawards, Contracts and Direct Payments” tab. The State updates the existing {Subaward A} by updating the obligation amount. Treasury’s portal will reflect a total subaward amount of \$11,000,000 under {Subaward A} for Blue County for Q1 and Q2.

### **EXAMPLE 3**

*State A pays Jane Jones \$5,000 for professional consulting services on March 15, 2021. The services were provided from March 1 through March 15.*

### **REPORTING REQUIREMENT**

The ERA2 Recipient must report the payment for Ms. Jones’ services among the aggregate expenditures for contracts less than \$30,000.

***ACTION REQUIRED***

- Given that the \$5,000 fee paid to Jane Jones for consulting services is less than \$30,000, State A does not create a record for the “Contractor” Jane or for the associated “Contract” for this expenditure.
- State A must record the \$5,000 payment to Jane Jones for the consulting services using the “Aggregate Expenditures Associated with Subawards, Contracts or Direct Payments less than \$30,000” screen in the Expenditures tab. State A characterizes the expenditure category as “Administrative Cost” and will record both the obligation and expenditure in aggregate.
- Note, State A may provide the required information via the bulk upload function in Treasury’s portal.

***EXAMPLE 4***

Blue County paid \$350,000 in ERA2 funds to beneficiaries for rent payments in the month of March. The entire \$350,000 in rent payments is in the form of payments less than \$30,000 to individuals who are tenants or unincorporated small landlords. These expenditures are associated with State A’s \$1,000,000 subaward issued to Blue County on February 22, 2021.

***REPORTING REQUIREMENT***

The ERA2 Recipient must record its Subrecipients’ expenditures of ERA2 funds quarterly. Recording the expenditures links the expenditures to the associated subaward and to the related obligations under the subaward.

***ACTION REQUIRED***

- State A must report Blue County’s expenditure of \$350,000 using the “Expenditures Associated with the ERA2 Recipient’s Subawards, Contracts and Direct Payments Valued at \$30,000 or More” screen and selecting “Financial Assistance: Rent” as the expenditure category in the “Expenditures” tab.
- State A must associate this expenditure with {Subaward A} by providing the appropriate Subaward ID or Subaward Number for Blue County.
- State A must also report the expenditure start and end dates.
- Note, State A may provide the required information via the bulk upload function in Treasury’s portal.

### **EXAMPLE 5**

*Blue County issued a \$50,000 contract with Legal Services Office, a local nonprofit, on April 5 for six months of work providing Housing Stability Services as part of State A's ERA2 Project. On August 15, Blue County paid Legal Services \$18,000 for its work in over the period April, May, and June.*

### **REPORTING REQUIREMENT**

An ERA2 Recipient is required to report its obligations associated with its First Level Subrecipients only, with no reporting on obligations made by subrecipients to second-level entities. However, ERA2 Recipients must report First Level Subrecipient's expenditures. In this scenario, Blue County is a First Level Subrecipient. Therefore, State A must report on Blue County's expenditures concerning its contracted services from Legal Services Office.

#### **5a) Blue County contracted with Legal Services for \$50,000 on May 5**

### **ACTION REQUIRED**

- State A does **not** create records for Blue County's contract with Legal Services.
- State A must report Blue County's expenditure of \$18,000 using the "Expenditures Associated with the ERA2 Recipient's Subawards, Contracts and Direct Payments Valued at \$30,000 or More" screen and selecting "Housing Stability Services" as the expenditure category in the "Expenditures" tab
- State A must associate this expenditure with {Subaward A} by providing the appropriate Subaward ID or Subaward Number for Blue County.
- State A must also report expenditure start and end dates.
- Note, State A may provide the required information via the bulk upload function in Treasury's portal.

#### **5b) Blue County pays Legal Services Office another \$22,000 for its housing stability services on December 10.**

### **ACTION REQUIRED**

- State A does **not** create records for Blue County's contract with Legal Services.
- State A must report Blue County's expenditure of \$22,000 using the "Expenditures Associated with the ERA Recipient's Subawards, Contracts and Direct Payments Valued at \$30,000 or More" screen and selecting "Housing Stability Services" as the expenditure category in the "Expenditures" tab
- State A must associate this expenditure with {Subaward A} by providing the appropriate Subaward ID or Subaward Number for Blue County.

- State A must also report expenditure start and end dates.
- Note, State A may provide the required information via the bulk upload function in Treasury’s portal.

**EXAMPLE 6**

*Blue County bought five laptop computers from Technology Firm on May 1. The payment amount was \$10,000.*

**REPORTING REQUIREMENT**

ERA2 Recipients must report First Level Subrecipient’s expenditures. In this scenario, State A is the Recipient / Grantee and Blue County is a First Level Subrecipient. Therefore, State A must report on Blue County’s expenditures in purchasing the laptops.

**ACTION REQUIRED**

- State A records the expenditure of \$10,000 using the “Expenditures Associated with Subawards, Contracts and Direct Payments Valued at \$30,000 or More” screen and selects “Administrative Costs” as the expenditure category in the “Expenditures” tab. When reporting “Administrative Costs”, State A will also be required to provide a brief description/reason on the costs incurred.
- State A must associate this expenditure with {Subaward A} by providing the appropriate Subaward ID or Subaward Number for Blue County.
- State A must also report expenditure start and end dates.
- Note, State A may provide the required information via the bulk upload function in Treasury’s portal.



### **EXAMPLE 7**

*State A provides ERA services directly in some portions of the state. It contracted with Marketing Firm A to inform residents and landlords about the State's ERA2 program for \$75,000 and paid a total of \$545,000 in rent as direct payments to individual beneficiaries (tenants or unincorporated small landlords) in March, as described below. State A also paid the following rent arrears payment checks to Landlord Business, an individual corporate landlord, in March: \$15,000; \$7,000 and \$10,000 (Total: \$32,000).*

### **REPORTING REQUIREMENT**

The ERA2 Recipient must record its expenditures of ERA2 funds quarterly. The ERA2 Recipient must create a Subrecipient record and a Subaward record in Treasury's portal when it obligates \$30,000 or more of ERA2 funds via a subaward, contract and so forth. It must also report all Direct Payments to individuals (including individuals (tenants) and unincorporated small landlords) regardless of the amount of the ERA2 benefit payment. It must record this information in the quarter when it obligated the ERA2 funds.

#### **Guidance from Special Reporting Tip: Reporting Any Payments to Individuals<sup>1</sup> –**

Payments from the ERA2 Prime Recipient to individuals under an ERA2 Project – regardless of the amount – should be reported via the “Aggregate Disbursements to Individuals” bulk upload file or the equivalent on-screen “Payments to Individuals” section without individual unique identifiers but labeled with expenditure category (for example, “Financial Assistance: Rent” or “Administrative Costs”). An individual is unincorporated and, for example, reports rental income to the IRS on the Form 1040, *U.S. Individual Income Tax Return*, Schedule E, *Supplemental Income and Loss*, under a personal tax identification number such as a Social Security Number rather than an Employer Identification Number (EIN) issued by the IRS.

***7a) State A entered into a \$75,000 contract with Marketing Firm A to publicize the State's ERA program in March.***

### **ACTION REQUIRED**

- State A must create a Contractor profile for Marketing Firm A on the “Subrecipient, Contractor and Beneficiary” tab in Treasury's portal.

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<sup>1</sup> This reporting requirement is similar to the Treasury CARES Act Coronavirus Relief Fund reporting in GrantSolutions

- State A It must use the “Subawards, Contracts and Direct Payments” tab to create a Contract record {Contract A} with Marketing Firm A and record the \$75,000 obligation.
- No additional steps are required If there are no expenditures under {Contract A} in the reporting period.
- Note, State A may provide the required information via the bulk upload function in Treasury’s portal.

**7b) State A paid \$545,000 in ERA2 funds to beneficiaries for rent payments in the month of March. The entire \$545,000 in rent payments is in the form of payments less than \$30,000 to individual beneficiaries (tenants or unincorporated small landlords).**

***ACTION REQUIRED***

- State A does not create a “Beneficiary” profile for any of the individual beneficiaries (tenants or unincorporated small landlords) irrespective of the amount of the ERA2 benefits received.
- State A reports the \$545,000 in direct payments using the “Recipient Obligations and Expenditures (Payments) to Individuals (Beneficiaries)” screen and selects “Financial Assistance: Rent” as the expenditure category in the “Expenditures” tab.
- Note, State A may provide the required information via the bulk upload function in Treasury’s portal.

**7c) State A paid the following rent arrears payments to Landlord Business, a corporate landlord, in March: \$32,000 paid out in 3 checks (\$15,000; \$7,000 and \$10,000).**

***REPORTING REQUIREMENT***

**Guidance from Special Reporting Tip: Reporting ERA2 Amounts of \$30,000 or More Paid to Business, Corporations, or Non-Profits** -- When an ERA2 Recipient pays \$30,000 or more in ERA2 Financial Assistance to a business, corporation, or non-profit entity that is receiving the payment exclusively as a beneficiary of the program (excluding individuals (tenants) and small business and unincorporated small landlords as noted above), the ERA2 Recipient must create a beneficiary profile record that includes the entity’s Unique Entity Identifier (UEI) number (where registered in SAM.gov), the Taxpayer Identification Number/Employer Identification Number (TIN/EIN, not SSN), the legal name, the entity type (for example, “For-profit Organization”), and the legal address (usually the headquarters location corresponding with the TIN/EIN reported and registration required for a DUNS or SAM.gov). Until Treasury posts an updated reporting screen, ERA2 Recipients are instructed to answer “N/A” to the question, “Is the subrecipient registered in SAM.gov?” for any non-individual beneficiaries to enable report acceptance by Treasury’s portal and satisfy the mandatory data fields. The answer would be “N/A” even if the entity is not registered in

SAM.gov and the recipient is using a TIN/EIN for reporting. Treasury apologizes for this inconvenience. The ERA2 Recipient must then follow the normal procedure for setting up a Direct Payment record on the “Subawards, Contracts, Direct Payments” tab as outlined in the reporting guidance.

***ACTION REQUIRED***

- State A must create a Beneficiary Record for Landlord Business on the “Subrecipients, Contractors and Beneficiaries” tab.
- State A must create a Direct Payment Record {Direct Payment B} for Landlord Business on the “Subawards, Contracts, and Direct Payment” tab in Treasury’s portal, and record the \$32,000 payment in March.
- State A records the expenditure either as a lumpsum of \$32,000 or separate transactions using the “Expenditures Associated with Subawards, Contracts and Direct Payments Valued at \$30,000 or More” screen and selects “Financial Assistance: Rental Arrears” as the expenditure category in the “Expenditures” tab.
- State A must associate this expenditure with {Direct Payment B} by providing the appropriate Direct Payment ID or Direct Payment Number for Landlord Business.
- State A must also report expenditure start and end dates (as applicable).
- Note, State A may provide the required information via the bulk upload function in Treasury’s Portal.

## Appendix 10 – Reporting Aggregate Obligations and Expenditures

### Reporting Aggregated Obligations and Expenditures Associated with the ERA2 Recipient’s Subawards, Contracts and Direct Payments Valued at Less than \$30,000

Example of Reporting of Aggregate Expenditures associated with obligations of less than \$30,000. The example shows a sample grantee’s reporting of aggregated amounts expended, categorized by Expenditure Category and Transaction Type.

Project Name	Expenditure Category	Transaction Type	Total Quarterly Obligation Amount	Total Quarterly Expenditure Amount
ERA Test Project	Financial Assistance: Rent	Aggregate of Contracts Awarded for less than 30000	56266	82084
ERA Test Project	Financial Assistance: Rental Arrears	Aggregate of Contracts Awarded for less than 30000	26425	36252
ERA Test Project	Financial Assistance: Utility/Home Energy Costs	Aggregate of Contracts Awarded for less than 30000	16974	78922
ERA Test Project	Financial Assistance: Utility/Home Energy Costs Arrears	Aggregate of Contracts Awarded for less than 30000	14108	6976
ERA Test Project	Financial Assistance: Other Housing Costs	Aggregate of Contracts Awarded for less than 30000	13722	81841
ERA Test Project	Housing Stability Services (Including Eviction Prevention/Diversion)	Aggregate of Contracts Awarded for less than 30000	90056	57870
ERA Test Project	Administrative Costs	Aggregate of Contracts Awarded for less than 30000	44621	21630
ERA Test Project	Financial Assistance: Rent	Aggregate of Subawards awarded for less than 30000	37604	77390
ERA Test Project	Financial Assistance: Rental Arrears	Aggregate of Subawards awarded for less than 30000	47964	42235
ERA Test Project	Financial Assistance: Utility/Home Energy Costs	Aggregate of Subawards awarded for less than 30000	28969	58445
ERA Test Project	Financial Assistance: Utility/Home Energy Costs Arrears	Aggregate of Subawards awarded for less than 30000	49835	75677
ERA Test Project	Financial Assistance: Other Housing Costs	Aggregate of Subawards awarded for less than 30000	76899	59797
ERA Test Project	Housing Stability Services (Including Eviction Prevention/Diversion)	Aggregate of Subawards awarded for less than 30000	10406	20818
ERA Test Project	Administrative Costs	Aggregate of Subawards awarded for less than 30000	33439	88904
ERA Test Project	Financial Assistance: Rent	Aggregate of Direct Payments less than 30000	67150	55600
ERA Test Project	Financial Assistance: Rental Arrears	Aggregate of Direct Payments less than 30000	92651	9410
ERA Test Project	Financial Assistance: Utility/Home Energy Costs	Aggregate of Direct Payments less than 30000	60999	82273
ERA Test Project	Financial Assistance: Utility/Home Energy Costs Arrears	Aggregate of Direct Payments less than 30000	95224	26947
ERA Test Project	Financial Assistance: Other Housing Costs	Aggregate of Direct Payments less than 30000	29109	76307
ERA Test Project	Housing Stability Services (Including Eviction Prevention/Diversion)	Aggregate of Direct Payments less than 30000	21683	7295
ERA Test Project	Administrative Costs	Aggregate of Direct Payments less than 30000	18785	7645

## Appendix 11 – Reporting the Recipient’s Payments to Individuals

### Reporting the Recipient’s Expenditures (Payments) to Individuals (Beneficiaries)

Example of reporting aggregate expenditures (payments) to individuals categorized by Expenditure Category.

<b>Project Name</b>	<b>Expenditure Category</b>	<b>Total Quarterly Obligations</b>	<b>Total Quarterly Expenditures</b>
ERA Test Project	Financial Assistance: Rent	54858	46629
ERA Test Project	Financial Assistance: Rental Arrears	62538	53157
ERA Test Project	Financial Assistance: Utility/Home Energy Costs	71293	60599
ERA Test Project	Financial Assistance: Utility/Home Energy Costs Arrears	81275	69083
ERA Test Project	Financial Assistance: Other Housing Costs	92653	78755
ERA Test Project	Housing Stability Services (Including Eviction Prevention/Diversion)	105624	89781
ERA Test Project	Administrative Costs	8880	1448

## ***Appendix 4 – Duplication of Benefits Policy***



Human and Veteran Services  
Duplication of Benefits  
Policies and Procedures

*August 2022*

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## **Purpose**

The purpose of the Policy on Duplication of Benefits (DOB) is to ensure that Lee County is not providing federal funds to pay for particular costs where there is another source of federal financial assistance that has paid for that same cost. Further, this document will identify specific processes that will assist in preventing the DOB.

## **Applicability**

This policy pertains specifically to federal funds granted to subrecipients through Lee County Human and Veteran Services. The framework for this policy was provided by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) Act signed into law on March 27, 2020. This policy is applicable to all of the County's processes related to the acceptance, prioritization and spending of federal funds, including but not limited to CDBG-DR, CDBG-CV, and ESG-CV.

*"The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.)."*

## **Policy Statement**

It shall be the policy of Lee County to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of any of its federal funding, including but not limited to CDBG-DR, CDBG-CV and ESG-CV funding. Subrecipients and partners responsible for implementing projects and activities funded under Lee County's CDBG-DR, CDBG-CV and ESG-CV grants shall be required to adhere to the policy and procedures outlined in this document and must ensure that DOB prevention is specifically addressed in their policies and procedures.

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

## **Ensuring Compliance**

This section outlines Lee County's procedures for ensuring no DOB occurs. Human and Veteran Services (HVS) will be responsible for ensuring compliance by subcontractors, subrecipients and other partners. In addition to the procedures below, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment.

## Proposal Review

All proposals/applications that are being considered for funds provided by federal pass through, including, but not limited to the CARES Act and or CDBG- DR Funds, shall be assessed by how they address a community need and to what extent the prevent, prepare for and/or respond to the coronavirus. Additionally, proposals shall be evaluated alongside other available resources to meet the same need.

No proposals that duplicate a benefit at the time of funding will be recommended for approval. An analysis of funding available and current unmet need will be conducted prior to finalizing agreements. HVS staff will consult with community members, professional partners, and other agencies when reviewing proposals to ensure there are not alternative funding sources available.

Prior to award, the HVS shall identify total need and determine whether all costs are reasonable and necessary. The HVS shall require applicants to identify all sources of funding received and reasonably anticipated and provide supporting documentation of such sources (for example, bank statements showing the receipt and expenditure of Payroll Protection Program funds). The HVS shall require the applicant (individual or entity) to certify that all assistance is reported. Whenever possible, the HVS shall attempt to obtain third party verification for all sources of assistance.

To assist in determining the unmet need, all expenses for which the applicant requests reimbursement shall be entered into a DOB Worksheet (sample included in Appendix A). All payments received or anticipated for the expenses shall also be entered. The difference between the total expenses and total payments received or anticipated shall be the maximum amount of federal financial assistance.

## Executing an Award

If HVS or its subrecipients determine that the federal funding award will not be a duplication of benefit, HVS or its subrecipients will execute grant/loan agreement with recipient/beneficiary. The agreement for assistance must contain the following provisions:

- Any additional funds received will be reported to the program administrator within 15 calendar days of receipt. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.
- If it is found that a duplication of benefits occurs after the award of funds (i.e. CDBG-DR, CDBG-CV or ESG-CV funds were used to pay expenses covered by other federal coronavirus relief programs and the total paid exceeds the demonstrated and documented need), the applicant/beneficiary must repay the federal funds.

## Ongoing Compliance

During subrecipient monitoring, the HVS shall require all subrecipients to report and certify whether additional funds were received for program related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative,

repayment shall be required in accordance with the subrecipient agreement. With each drawdown, subrecipients shall submit an updated copy of the DOB Calculation Worksheet (Appendix A) to ensure continued prevention of DOB.

### Recapture

It is the policy of HVS to recapture any funds that are determined to be a duplication of benefits with other federal assistance.

### Administration

Lee County Office of Community Development is responsible for ensuring that duplication policies and procedures are available for all federally funded programs and all subrecipients are monitored for compliance with this policy.

Subrecipients shall be required to update their policies and procedures to ensure that DOB prevention is specifically addressed. Subrecipients directly serving beneficiaries are responsible for ensuring that DOB procedures are followed and DOB calculations and certifications are available on file for all beneficiaries. All subgrantees and subrecipients must include language in all agreements with program beneficiaries that requires the repayment of funds determined to be duplication of benefit.

### Amendments

Lee County may revise this policy as needed or as determined by HUD and will distribute revisions to subrecipients as necessary.



## ***Appendix 5 – Project Ranking Tool***

## 2022/2023 Lee County Project Ranking Tool

<p><i>This portion of the ranking tool will be completed by HVS.</i></p>	<p><b>Threshold Requirements</b></p>
<p>Proposal was submitted by deadline. <i>If no, ineligible to apply.</i></p>	
<p>Applicant is a non-profit organization with 501c3 Status. <i>Only Applicable for HOME Funding.</i></p>	
<p>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>Organization is NOT listed on the excluded parties list. (www.sam.gov) <i>If no, ineligible to apply.</i></p>	
<p>Application is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i></p>	
<p>The Applicant is a legally formed entity qualified to do business in the state of Florida. If no, ineligible to apply</p>	
<p>The Project is consistent with the applicable local comprehensive plan and the property is appropriately zoned for development of the project. <i>If no, ineligible to apply.</i></p>	
<p>Evidence of ownership or other legal control of the project site by the Applicant is provided. <i>If no, ineligible to apply</i></p>	
<p><b>Eligible to Apply</b></p>	
<p>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 style="text-align: right;"><b>2: Project Information</b></p> <p><b>Priority Projects:</b> The project is located in unincorporated Lee County</p> <p style="text-align: right;"><b>Maximum Point Value: 4</b></p>	
<p style="text-align: right;"><b>2: Project Information</b></p> <p><b>Priority Projects:</b> The project increases services/capacity for persons who are experiencing homelessness, elderly, or Special Needs groups as defined in 393.063(12), F.S. and 420.0004(13), F.S. and/or the project increases the number of affordable rental housing units in Lee County.</p> <p style="text-align: right;"><b>Maximum Point Value: 4</b></p>	
<p style="text-align: right;"><b>2: Project Information</b></p> <p><b>Priority Projects:</b> The Project sets aside a greater percentage of the total units for low, very low, and/or extremely low income households than to higher income households.</p> <p style="text-align: right;"><b>Maximum Point Value: 2</b></p>	
<p><b>4. Project Description:</b> There is a demonstrated need for the project to address a gap in the community. The project will connect beneficiaries to community resources. The project is feasible.</p> <p style="text-align: right;"><b>Maximum Point Value: 10</b></p>	
<p style="text-align: right;"><b>5. Quality of Services</b></p> <p><b>1.-3. Alignment with Community Goals and Needs:</b> The project aligns with the community goals described in the Consolidated Plan, has an eligible and audiable approach to documenting tenant eligibility, will maintain affordable rents throughout the affordability period, and has designated HUD elibile rent calculation processess. The project is innovative and uses national best practices and/or evidence based program models, including green building and energy efficiency features, and is designed with broadband in mind..</p> <p style="text-align: right;"><b>Maximum Point Value: 20</b></p>	

<p style="text-align: right;"><b>5. Quality of Services</b></p> <p><b>5.-6. Alignment with Community Goals and Needs:</b> The Project is compatible with and will enhance the existing community/neighborhood, and could lead to additional revitalization and/or neighborhood improvement. The Project will result in the adaptive reuse or redevelopment of existing structures or properties that have existing development.  <b>Maximum Point Value: 10</b></p>	
<p style="text-align: right;"><b>5. Quality of Services</b></p> <p><b>7.-9. Agency's Capacity and Experience:</b> The agency has at least 12 months experience carrying out projects or services with a similar scope/size. The agency current operates facilities or programs with similar services.  <b>Maximum Point Value: 15</b></p>	
<p style="text-align: right;"><b>6. Ability to Complete Activities Outline</b></p> <p>The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period.  <b>Maximum Point Value: 10</b></p>	
<p><b>7.-9. Budget, Match and Leverage:</b> The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and proforma indicates a sustainability financial structure. The project also uses leveraged funds to expand available services/capacity.  <b>Maximum Point Value: 10</b></p>	
<p style="text-align: right;"><b>10. Project Outcomes</b></p> <p>The project demonstrates sufficient outcomes for the funding being request. The applicant clearly describes how outcomes will be achieved.  <b>Maximum Point Value: 10</b></p>	
<p><b>Overall Proposal Presentation:</b> 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.  <b>Maximum Point Value: 5</b></p>	
<b>Total</b>	<b>0.00</b>
<b>Total Available Points = 100</b>	