

**Request for Applications
the Lee County Unmet Needs Long-term
Recovery Coordination Lead Organization
a Hurricane Ian Recovery Response Effort**

**RFA Released
Wednesday, February 15, 2023**

**Applications Due
Wednesday, March 1, 2023 at 5:00 pm**

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

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

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

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

Lee County Human and Veteran Services (HVS)

2023 Request for Applications (RFA) for Unmet Needs Long-term Recovery Group Coordination Lead Organization

Lee County Human and Veteran Services (HVS) is issuing a Request for Applications (RFA) for the Lee County Unmet Needs Long-term Recovery Group Coordination Lead Organization - a Hurricane Ian Recovery Effort.

Funding Available

<p>The funding to support staffing and operations for the Lee County Unmet Needs Coordination Lead Organization is anticipated to be provided through local relief funds, Volunteer Florida, FEMA, HUD, and other philanthropic sources.</p>	<p align="center">Funding allocation will be based on 5 year budget provided by the applicant</p>
--	--

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

Questions Regarding this RFA

Questions from potential applicants must be submitted via email to Jeannie Sutton via email at jsutton@leegov.com, should use the subject line “RFA Questions”.

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

The organization of this RFP is as follows:

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

SECTION I: General Information

Definitions

Unmet Needs Long-Term Recovery Group: An Unmet Needs Long-term Recovery Group is made up of faith-based, nonprofit, community-based, private sector, and voluntary agencies, who have a shared goal is help affected families access resources for their recovery.

Unmet Needs Table: Meeting of funders, case managers, recovery agencies, and other stakeholders in which individual client cases are discussed (in a confidential manner) to provide financial assistance, resources for supporting the needs of individuals, children and families, and physical assistance for unmet needs after all other resources have been exhausted.

Description of Lee County Unmet Needs Long-term Recovery Group's Goals

The Lee County Unmet Needs Long-term Recovery Group is a Public/Private Partnership comprised of state, local, non for profit, faith-based organizations working collaboratively to assist survivors of Hurricane Ian with unmet needs relating to Housing, Employment, Childcare, Transportation, Mental Health, Food, Clothing and Home Furnishings. The scope of these needs is included in the current programs contracted and administered by Human and Veterans Services.

The main goals of the Unmet Needs Long-term Recovery Group are coordinating public information on housing recovery services, supporting service providers and case managers in assessing the needs of displaced persons, identifying available resources analyzing and providing information identifying gaps in services, and advocating for timely resolutions to evolving issues for those with disaster-caused or disaster-aggravated housing needs. The Lee County Unmet Needs Long-term Recovery Group Lead will coordinate with organizations, case managers and Human and Veterans Services to achieve these goals.

Through this RFA, Human and Veterans Services is seeking a partner non-profit organization to Lead, Coordinate and Implement this effort for five (5) years.

Strategic Use and Alignment of Resources

Lee County Human and Veteran Services (HVS) is designated as the lead agency that coordinates and provides assistance programs for financial assistance, housing assistance, veterans assistance and disaster assistance to individuals in need. for providing. HVS is responsible for ensuring that resources, available to the community to assist those who are impacted by Hurricane Ian and still experiencing unmet needs, are strategically utilized to maximize impact and effectiveness. Therefore, HVS reserves the right to match funding opportunities available to the applications received to ensure alignment of resources with community needs and appropriate target populations. HVS reserves the right to award more than one (1) funding source to a selected application if necessary to maximize effectiveness and overall impact.

Funding Priorities

The submitted applications will be evaluated based in part, on the extent, the Organization is able to demonstrate achievement the scope of work outlines herewith in and the goals outlined below.

Goal 1: Resident Retention

Ensure that households impacted by the disaster are able, to the greatest extent possible, to return to their homes through coordination of volunteer organizations, case management, and provision of financial assistance.

It is estimated that more than 20,000 residential dwelling units were minorly or majorly damaged during the storm. An estimated 6,000 of those households are anticipated to need some sort of assistance to return to their home. Lee County's goal is to assist at least 85% of those households to ensure their ability to remain residents of Lee County.

Goal 2: Homelessness Prevention

Prevent households impacted by the disaster from entering the homelessness response system. It is estimated that more than 4,000 households are currently residing in unstable housing situations as a result of the disaster. An estimated 1,200 of those households are anticipated to need some sort of assistance to return to stable housing. Lee County's goal is to assist at least 85% of those households to ensure they are diverted from the homelessness response system.

Goal 3: Strategic Partnerships

The work of the Unmet Need Long Term Recovery group cannot be completed without extensive partnerships with both locally and nationally based volunteer organizations. Lee County's goal is that sufficient partnerships are obtained to ensure that residents unmet needs are addressed holistically. Sufficient capacity to address all unmet needs should be identified using strategic partnerships. The selected lead organizations and all partner organizations should utilize "Housing First" philosophy, which is an approach to focus on helping individuals and families access and sustain permanent housing as quickly as possible (within 30 days or less) without unnecessary barriers or time limits. Housing first practices include the provision of a variety of services delivered to promote housing stability and individual well-being on an as-needed basis,

Project Completion Timeframes

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

Critical Dates and Timeline

Wednesday, February 15, 2023		HVS Issued Request for Applications for Lee County Unmet Needs Long-term Recovery Coordination Lead Organization
Wednesday, March 1, 2023	5:00 PM	SUBMISSION DEADLINE – Project Applications
Friday, March 3, 2023	1:00 PM	Performance, Evaluation, and Ranking Committee Members will meet to score each project application using the published Scoring Criteria.
Monday, March 6, 2023	5:00 PM	Notice of Conditional Selection or Non-Selection to all project applicants.

Applicant Eligibility

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

Applicant must also meet all the following requirements

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

- Provided direct case management and or disaster case management services for 12 months prior to application due date.
- Must be familiar with Continuum of Care program, the Coordinated Entry Process Model and how the referral process works.
- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response.
- Current CPA’s Peer Review letter.
- Most recent Form 990.
- Monthly Financial Statements (within last 60 days).

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

SECTION II: Scope of Work

This section specifies tasks that will be performed by the organization chosen to be the Lee County Unmet Needs Long-term Recovery Group Lead. The two main categories are;

1. Lead Organization for the Unmet Needs Long-term Recovery Group
2. Coordinator of the Unmet Needs Table

1. Unmet Needs Long-term Recovery Group Activities

Transition Existing Efforts to New Lead:

Coordinate with HVS and Emergency Management to be onboarded with current operations involving Long-term Recovery, voluntary engagement and client referrals.

Identify appropriate staff and staffing levels, including soliciting staffing support as needed, to lead and coordinate the Unmet Needs Long-Term Recovery Group and all responsibilities outlined here within.

Develop By-laws for the Unmet Needs Long-Term Recovery Group

Unmet Needs Long-term Recovery Group Kickoff Meeting:

- Convene a kickoff meeting of the Unmet Needs Long-term Recovery Group within two weeks of being awarded the contract.
- Coordinate with HVS to determine key stakeholders.
- Draft an agenda and attach draft of By-laws.
- Establish the process and platform by which the future meetings will occur.
- Send out invitations to identified stakeholders.
- Ratify By-laws
- Outline Goals of the Group
- Determine roles and responsibilities of members.
- Outline the recovery timeline.
- Establish metrics as well as monitoring and evaluation strategies for the group.
- Determine Group meeting schedule that is useful, accessible and timely.
- Distribute meeting notes, next steps, information of next meeting and contact information of stakeholders within 48 hours of kickoff meeting.

Regular Group Meetings:

- Lead all future Unmet Needs Long-term Recovery Group meetings.
- If possible, provide agendas in advance.
- Update members on the recovery process/timeline and maintain situational awareness.
- Identify planning concerns, gaps and needs.
- Facilitate planning to improve coordination and expedite delivery disaster recovery assistance to survivors in need.
- Identify target populations for services, programs, and resources as appropriate.
- Focus on shared challenges and issues.
- Provide a forum for identification of innovative solutions to issues in a cooperative environment.
- Develop, coordinate and supervise sub-committee groups as necessary.

Coordination and Oversight

- Maintain updated contact information of Group Members
- Maintain ongoing Resource Assessment.
 - Maintain updated information on the availability, status, and types of resources available:

- Volunteer Resources (services, programs, and funds)
 - Philanthropic Resources (services, programs, and funds)
 - Government Resources (services, programs, and funds)
 - Provide oversight and support for group subcommittees, including but not limited to, volunteers, donations, construction, and data related committees.
 - Coordinate with Case Management Lead Agency
 - Ensure that all clients are assigned to a case manager and to ensure no duplication of benefits/services
 - Collect data especially:
 - Number of clients served.
 - Specific Programs and Services being utilized broken out by typology:
 - Construction
 - Temporary Housing
 - Employment
 - Healthcare/mental health
 - Childcare
 - Transportation
 - Food
 - Clothing
 - Home furnishings
 - Funds distributed.
 - Review any analysis or policy suggestions.
 - Develop and coordinate a weekly progress and monitoring report for active services and programs.
 - Determine a process to analyze metrics.
 - Track cumulative performance.
 - Determine distribution list and disseminate weekly report.
 - Produce a quarterly report for leadership that includes:
 - Current data of clients served.
 - Current data of programs and services being offered.
 - Current actions.
 - Planned actions.
 - A fiscal update with projections
 - Anticipated resource needed.
 - Updated timeline of lifecycle of the Unmet Needs Table.
 - Identify Existing and Potential Resources and Funding options.
 - Conduct outreach to organization with applicable resources.
 - Secure a commitment and manage the access to the resource
 - Identify gaps in services.
 - Prioritize goals and determine allocation of scarce resources.
- **Coordinate with HVS, Emergency Operations Center and the Recovery Task Force Coordinate to access any financial or human resources, and to coordinate with FEMA and the Florida Division of Emergency Management.**
 - Provide weekly report including current and future actions.

- Make policy recommendations.
- Identify issues and/or decisions needed.
- Coordinated with FEMA and State Volunteer Agency Liaisons (VAL) to identify and locate additional funding opportunities.**
- Coordinate with other long-term recovery groups in Lee County.**
- Develop Guidance Documents**
 - Create and continually update internal documents about available resources.
 - Create and continually update an external centralized, searchable resource directory for the public.
 - One pager for clients/applicants to understand the Unmet Needs Table
- Ensure that all agencies and stakeholders participating in the Unmet Needs Long-Term Recovery Group adhere to the any policies and procedures including:**
 - Following all security, privacy and data quality guidelines.
- Develop a quality assurance/quality control procedure to monitor performance of programs, services and Unmet Needs Table**
- Comply with all fiscal controls and requirements**
- Determine the Financial Management Structure**
 - May include enlisting a fiduciary partner non-profit organization and/or establishing the Long-Term Recovery Group as its own non-profit group
- Provide training for Unmet Needs Long-Term Recovery Group members, staff and Unmet Needs Table members as needed.**
- Create and facilitate an Unmet Needs Table that meets at least one time weekly.**

2. Unmet Needs Table Activities

- Establish Unmet Needs Table participating members**
- Establish logistics and scheduling of the convening of the Unmet Needs Table**
- Finalize policies and set eligibility rules to maximize resources and create equitably between clients**
 - Determine eligibility criteria.
 - Create documentation:
 - Consent to release information document
 - Application form
 - Client worksheet
 - Define emergency situation.
 - Prioritize need by contemplating:
 - household size
 - scope of unmet need
 - other assistance provided
 - children in the home
 - current housing status
 - elderly individuals
 - individuals with disabilities
 - Determine Client Financial Transaction Policy
 - Create guidelines for the distribution of funds.
 - Set limit for transactions with client able to be completed with and without review and

- approval.
- Determine how funds will be conveyed to clients.
- **Develop streamline procedures for:**
 - Application process for Clients,
 - Referring and vetting process for Case Managers,
 - Hearing process for Unmet Needs Table
 - Notification process
 - Appeal process
 - Documentation and tracking determinations both internally and externally
 - Tracking delivery of awarded services
- **Convene Unmet Needs Table meetings**
- **Collaborate with funders to meet the unmet needs of survivors**
- **Document committed resources per client and in the aggregate.**

SECTION III: Funding Guidelines

Administrative Costs

All available funds may be used to support staffing and overhead expenses related to fulfilling the responsibilities outlined herewith in.

Cost Reimbursement

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

Match

No match is required.

Cost of Submitting Applications

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

Conflict of Interest

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

State and Federal Administrative Requirements

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

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

Handicapped Accessibility – All services and programs 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. 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.

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.

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

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

Formal Termination Policy – Funded agencies must develop a formal Termination Policy that clearly describes a process by which clients' services may be terminated if program requirements are violated. The process must recognize individual rights and allow termination in only the most severe cases. Termination processes for rental assistance, leasing, and/or housing relocation and stabilization services must include written notice to the program participant, with

a clear statement of reasons for termination; review of decision to terminate, with opportunity for the program participant to present written or oral objections to agency; prompt written notice to the project participant of final decision.

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

Confidentiality – Agencies must comply with confidentiality requirements and privacy protections outlined in the CoC written standards (<https://www.leegov.com/dhs/Documents/CoC/2020-21%20HMIS%20Policies%20and%20Procedures%201.0.pdf>), Homeless Management Information System Privacy Notice (<https://www.leegov.com/dhs/Documents/CoC/CSN-User-Policy-Responsibility-Statement.pdf>) and any new systems or standards that are developed and implemented by HVS with CDBG-DR funding in response to Hurricane Ian.

Participation in Continuum of Care (CoC) – Any agency awarded funding through this RFA is **required** to

- 1) actively participate in the CoC including attendance at the monthly CoC and Connect List committee meetings,
- 2) actively participate and comply with Homeless Management Information System (HMIS) Procedures, and
- 3) fully participate in the Coordinated Entry Process and only accept referrals for all funded programs through Coordinated Entry.

SECTION IV: Application Evaluation and Selection

Threshold Requirements

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

Fatal Flaws

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

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

Application Review, Scoring and Conditional Selection Process

Applications that meet threshold criteria will be reviewed by County staff and selected consultants. Each project application will be reviewed and scored in accordance with the Project Ranking Tool (**Appendix 2**).

Notice of Conditional Selection Decision

HVS staff will provide written notice regarding the conditional selection decision to each applicant by Monday, March 6, 2023 at 5:00 pm.

Post Award Requirements

If awarded, a contract will be executed by the Lee County Board of County Commissioners and administered by the HVS (See Sample Contract Document in Appendix 1). The contract will be based upon the information submitted in the application, all accompanying exhibits/attachments and any additional information that is requested/received during the review phase. Contract language is not negotiable. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.** Modifications and updates to application exhibits may be required prior to contract execution. Applicants should review the attached contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

SECTION V: Application Forms

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

1. Applicant Information

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

2. 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: _____

3. Implementation Description

Narrative response must:

- Demonstrate a clear understanding of the scope of work that anticipates the needs of disaster survivors, the services and programs required to respond to
- Describe the planned approach to coordinate with government entities, other non-profit organizations and philanthropic companies providing services and resources and the approach to pursuing future needs.
- Outline the approach to administer a unified, comprehensive, low barrier process to accessing disaster response programs and services for survivors that is efficient and accountable.
- Summarize the administrative framework and the cost to manage and coordinate these activities.
- Reference previous experience facilitating a large group of stakeholder into a cohesive working group as well as background with existing service delivery operations in Lee County.

Limit response to 2,000 words.

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

4. Quality of Service Questionnaire

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

1. Describe your organization's current efforts to address unmet needs from Hurricane Ian.
2. Explain your experience managing and collaborating with large groups of volunteer organizations.
3. Explain how your organization is actively participating in the Coordinated Entry System, the Homeless Management Information System (HMIS), and the Continuum of Care (CoC), and how this project will integrate with the CoC's Coordinated Entry System.
4. Describe the procedure your organization will establish for assessing participant's needs and making client referrals to other service providers. Describe how you ensure that participants are connected to the services they request.
5. Describe how your organization will provide connections to permanent supportive solutions, include the extent to which this project will connect client to mainstream services (i.e. food stamps, SSI/SSDI, Medicare/Medicaid, physical health care, mental health care, substance abuse treatment, public housing, childcare providers, etc.), community based supports (i.e. volunteer opportunities, faith based organizations, civic groups, etc.) and disaster services to ensure long-term housing stability.
6. Explain your agency's experience providing services to individuals and families who have been through recent disasters that occurred in Florida. Please include experience and capacity of the organization to administer projects and oversee all compliance requirements that utilize federal, state, and/or local government grants.
7. Describe how your agency evaluates program success.
8. Describe how the agency will continue to provide quality services in the community in the case of reduced or loss of funding.

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

5. Ability to Complete Activities Outline

The applicant shall provide an outline that documents their ability to complete the scope of work 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

6. Budget Narrative

The applicant shall provide a budget narrative to describe the overall project budget and any sources of match funds expected for the period of these activities. The budget narrative *must* include the following criteria:

- Description and justification of the proposed Personnel Costs, including Fringe Benefits
- Description and justification of the proposed Other Operation Costs
- Clearly identify the timeframes and methods for obligating funds, and how the agency plans to ensure funds are spent for the next five (5) years.
- If the applicant plans to additionally provide services, other than those outlined in this application, clearly denote the type of other services or programs and the funding sources.
- Identify sources of matching funds which are currently committed to the organization for this scope of work (*commitment letters MUST be attached*).

The budget narrative is required, should correspond to the Budget Form and must be attached to the application in either Word or PDF format



7. Budget Form

Complete each line as applicable to the proposed project. Please include general management and oversight budget, and overhead/indirect rates as well as any other services or programs and funding sources. The Budget Form should correspond to the Budget Narrative.

Budget Line Item (Staff Position Title or Expense Title)	Description (Describe Quantity and Hourly Rate – I.E. 1 FTE @ \$50,000 annually + 33% fringe benefits)	Annual Cost	5-Year Cost
Total Cost			

8. Project Outcomes

Applicants must provide anticipated outcomes for each of the following performance measures. Please provide a short response.

Performance Measure	Goal 1: Resident Retention
Desired Outcome	Ensure that households impacted by the disaster are able to return to their homes through coordination of volunteer organizations, case management, and provision of financial assistance. Lee County’s goal is to assist at least 85% of households in need to ensure their ability to remain residents of Lee County.
Describe strategy that will be used, and how the outcome will be achieved and monitored.	
Performance Measure	Goal 2: Homelessness Prevention
Desired Outcome	Prevent households impacted by the disaster from entering the homelessness response system. Lee County’s goal is to assist at least 85% of those households to ensure they are diverted from the homelessness response system.
Describe strategy that will be used, and how the outcome will be achieved and monitored.	
Performance Measure	Goal 3: Strategic Partnerships
Desired Outcome	The work of the Unmet Need Long Term Recovery group cannot be completed without extensive partnerships with both locally and nationally based volunteer organizations. Lee County’s goal is that sufficient partnerships are obtained to ensure that residents unmet needs are addressed holistically. Sufficient capacity to address all unmet needs should be identified using strategic partnerships.
Describe strategy that will be used, and how the outcome will be achieved and monitored.	



9. Required Attachments

- a. Applicants Annual Operating Budget
- b. Proof of 501c3 Status

10. Completeness Checklist

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

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



Appendix 1 – Sample Contract Documents

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

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

ARTICLE I: SCOPE OF SERVICES

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

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

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

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

ARTICLE II: TERM OF CONTRACT

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

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

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

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

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

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

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

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

B. Deferred Payment/Return of Funds

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

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

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

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

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

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

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

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

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

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

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

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

QuickBooks; Profit/Loss Statement.

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

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

2. Required Documents

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

D. Contract Closeout

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

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

B. Audits and Inspections

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

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

C. Records

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

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

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

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

D. Independent Audit

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

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

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

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

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

ARTICLE V: **AMENDMENTS**

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

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

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

ARTICLE VI: **CONTRACTOR STATUS**

A. Independent Contractor

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

B. Subcontracts

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

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

ARTICLE VII: CONFLICT OF INTEREST

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

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

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

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

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

B. Insurance Requirements

Insurance – Nonprofit Providers

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

Certificate(s) of Insurance **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
https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

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

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

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

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

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

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

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

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

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

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

ARTICLE XIII: NOTICES

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

PROVIDER:

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

COUNTY:

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

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

Name (printed/typed)

Signature

OR _____
Name (printed/typed)

Signature

Title

Title

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

ARTICLE XIV: SPECIAL PROVISIONS

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

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
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),

**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 2 – Ranking Tool

**PROJECT RANKING TOOL:
Rubric for 2023 Request for Applications (RFA) for
Unmet Needs Long-term Recovery Group Coordination Lead Organization**

Threshold Requirements

Proposal was submitted before deadline.
If no, ineligible to apply.

Applicant is a non-profit.
If no, ineligible to apply.

Applicant has provided direct case management or disaster case management services for 12 months prior to application due date.
If no, ineligible to apply.

Organization is NOT listed on the excluded parties list.
If no, ineligible to apply.

Application is signed by organization official designated to execute contracts.
If no, ineligible to apply.

Category	Objective	Maximum Point Value
Implementation: Scope of work and response needed	The applicant demonstrates they have situational awareness of state of the disaster in Lee County. They clearly understand both generalities and specifics of the scope of work outlined and are prepared to engage with the breadth of response that is needed to achieve the stated goals.	5
Implementation: Plan for managing, collaborating and pursuing stakeholders	The applicant describes the plan in which they will manage, collaborate and pursue the wide variety of stakeholders. This includes engagement strategies, logistic coordination and developmental outreach.	5
Implementation: Outline for service delivery	The applicant outlines a unified, comprehensive, low barrier service delivery process for survivors.	5
Implementation: Administrative framework and cost management	The applicant describes the administrative framework they will employ to deliver the scope of work. They have also defined how they will manage and coordinate the funding for these activities.	5
Implementation: Experience with facilitating and with Lee County service delivery	The applicant indicates prior experience addressing the needs of and providing services to families and individuals in Lee County. The applicant also makes clear efforts to provide quality services through a person centered model and ensuring "warm hand-off" when referrals are required.	5
Quality of Service: Current Hurricane Ian efforts	The applicant demonstrates active engagement with response and recovery effort from Hurricane Ian.	5
Quality of Service: Experience managing and engaging volunteer organizations	The applicant illustrates the ability to both manage and engage volunteer organizations.	5
Quality of Service: Experience with CoC, HIMS and Coordinated Entry System	The applicant describes prior experience in participating the Community of Care program. The applicant indicates experience using the software program Health Information Management Systems. The applicant confirms prior experience utilizing the Coordinated Entry System approach to managing service delivery.	5
Quality of Service: Client assessment and referral process	The applicant describes the client assessment process they will employ and the referral process they will implement.	5
Quality of Service: Understanding the breadth of services and programs to be utilized and how to coordinate	The applicant demonstrates an understanding of the mainstream services, community based supports and disaster services that should be made available to survivors. They also indicate how to coordinate providing this assistance.	5
Quality of Service: Experience with recent Florida disasters and the spectrum of disaster grant management	The applicant indicates prior experience with disaster recovery in recent events in Florida and explains that they understand the variety of grant management requirements among different funding streams (Federal, State, etc.)	5

Quality of Service: Evaluation of success	The applicant articulates well rounded, measurable, attainable means of evaluating success in leading the Group and achieving result at the Unmet Needs Round Table.	5
Quality of Service: Ability to adapt to change in funding	The applicant demonstrates that they are innovative, flexible and able to adapt as funding and resources fluctuate.	5
Ability to complete SOW: Timeline, spending plan and reporting schedule	The applicant outlines a clear schedule for project implementation and will be able to carry out activities within the funding period. The applicant drafts a clear spending plan. The applicant delineates a reporting schedule that aligns with recovery timeline and the scope of work.	5
Budget Narrative: Costs	The applicant describes a reasonable budget, which include all anticipated costs and clear explanations of: 1. Personnel and Fringe Benefits costs 2. Operational Costs 3. Administrative Costs 4. Other services 5. Other funding streams	5
Budget Narrative: Timeline	The applicant's budget timeline demonstrates length of the program and weight put on the front end to address immediate needs and ramping up the Unmet Needs Long-term Recovery Group and the Unmet Needs Round Table.	5
Budget Form:	The applicant provides a complete budget that corresponds with the budget narrative and takes into account the 5 year timeframe.	5
Project Outcomes:	The applicant describe component(s) that will be used, and how the outcome will be achieved and monitored. Goal 1: Resident Retention Goal 2: Homelessness Prevention Goal 3: Strategic Partnerships	5
Required Attachements:	a. Applicants Annual Operating Budget b. Proof of 501c3 Status	5
Proposal Presentation and completeness	The proposal is organized, and adheres to RFA instructions. Narratives are clear and concise.	5
Total Points Available		100