

**SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
THE SUNCOAST PARTNERSHIP TO END HOMELESSNESS, INC.
FOR
NON-CONGREGATE SHELTER SERVICES**

Contract Number: E-20-UW-12-0014

CFDA Number 14.231

THIS SUBRECIPIENT AGREEMENT is made and entered into in Sarasota, Florida this 26 day of April, 2022 by and between the Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Suncoast Partnership to End Homelessness, Inc. hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the COUNTY has been awarded Emergency Solutions Grant Coronavirus Aid, Relief, and Economic Security Act Part 2 funds, hereinafter referred to as "ESG-CV Part 2"; and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in utilizing such funds; and

WHEREAS, the SUBRECIPIENT, will act in its capacity as manager of Oneby1 Coordinated Entry System to utilize ESG-CV Part 2 funds toward the goal of homelessness being rare, brief and nonrecurring; and

WHEREAS, the SUBRECIPIENT will prepare a Request for Proposal to award non-congregate shelter funds to the most responsive non-profit provider(s).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. STATEMENT OF WORK

The SUBRECIPIENT will prepare a Request for Proposal (RFP) to select non-profit provider(s) to help eligible individuals and families, each hereinafter referred to as a "PROGRAM PARTICIPANT", quickly exit homelessness. Non-congregate shelter will be offered without preconditions, and the non-profit provider will provide resources and services tailored to the unique needs of the PROGRAM PARTICIPANT.

The SUBRECIPIENT will be responsible for administering non-congregate shelter services during the effective dates of this SUBRECIPIENT AGREEMENT in a manner satisfactory to the COUNTY using ESG-CV Part 2 funds.

The SUBRECIPIENT will receive ESG-CV Part 2 funds to reimburse providers to assist a minimum of 15 unduplicated PROGRAM PARTICIPANTS who are eligible to receive ESG-CV Part 2 funds for non-congregate shelter services.

A. Work to be Performed

1. Policy Guidelines – The SUBRECIPIENT will administer non-congregate shelter services as provided in the Policy Guidelines, Exhibit A, which are attached hereto and made a part of this SUBRECIPIENT AGREEMENT.
2. Homeless Management and Information System (HMIS) input – The SUBRECIPIENT will require non-congregate shelter providers to input all data on the PROGRAM PARTICIPANT, and the assistance provided, into HMIS within 72 hours of each occurrence in accordance with the policies of the SUBRECIPIENT.
3. Data Collection – The SUBRECIPIENT will maintain a record of all homeless individuals whose acuity results and susceptibility to severe illness as a result of COVID-19 merit immediate housing and will submit data on a monthly basis to the Office of Housing and Community Development (OHCD). Report will contain demographic data as required by the U.S. Department of Housing and Urban Development (HUD). Data must include definition of underlying condition in addition to high acuity which determined PROGRAM PARTICIPANT as eligible.
4. SUBRECIPIENT will document as needed, ensure, and verify that each PROGRAM PARTICIPANT has not received and will not receive financial assistance from any other source for the same purpose for which that PROGRAM PARTICIPANT receives SUBRECIPIENT AGREEMENT funds such that the total financial assistance the PROGRAM PARTICIPANT receives for that purpose is more than that PROGRAM PARTICIPANT'S total unmet needs. As required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, SUBRECIPIENT will establish and follow procedures to ensure that Duplication of Benefits (DOB) does not occur and ensure that non-congregate shelter providers do so as well. SUBRECIPIENT is responsible for the individualized review of each PROGRAM PARTICIPANT such that the amount of assistance that each PROGRAM PARTICIPANT receives under this SUBRECIPIENT AGREEMENT will not cause a DOB by exceeding that PROGRAM PARTICIPANT'S unmet needs. SUBRECIPIENT agrees to comply with all applicable provisions of 85 Federal Register 51457 (August 20, 2020), HUD's CPD-20-08 and CDBG-CV Duplication of Benefits Quick Guide, and any such guidance and memos HUD issues concerning these ESG-CV Part 2 funds.

5. Monthly Reimbursement – The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section X of this SUBRECIPIENT AGREEMENT.

B. Work Schedule

Services of the SUBRECIPIENT shall start upon execution by both the SUBRECIPIENT and the Board of County Commission and end on the 30th day of August 2022; however, the term of this SUBRECIPIENT AGREEMENT and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of ESG-CV Part 2 funds or other ESG-CV Part 2 assets, including program income.

The SUBRECIPIENT'S non-congregate shelter providers are required to assist at least 15 PROGRAM PARTICIPANTS. The SUBRECIPIENT'S non-congregate providers may assist more than 15 PROGRAM PARTICIPANTS provided the total amount of ESG-CV Part 2 funds does not exceed \$792,400.00.

C. Budget

The total amount of funds that will be provided to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT is \$792,400.00. All funds must be used for the activities as defined in Section I of this SUBRECIPIENT AGREEMENT.

D. Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against the goals and performance standards as stated in this SUBRECIPIENT AGREEMENT and further outlined in the Policy Guidelines, Exhibit A, which are attached hereto and made a part of the SUBRECIPIENT AGREEMENT. Should any duplication of benefits be found, SUBRECIPIENT will be required to reimburse COUNTY within thirty (30) business days. Failure to meet the performance standards described in this SUBRECIPIENT AGREEMENT and further outlined in the Policy Guidelines, Exhibit A, attached hereto, may result in a reduction or termination of funding or the suspension of this SUBRECIPIENT AGREEMENT.

II. MATCHING REQUIREMENT

A. Based on the U.S. Department of Housing and Urban Development Notice CPD-20-08, no match is required for ESG-CV funds.

III. CONFIDENTIALITY OF RECORDS

- A. The SUBRECIPIENT must require each non-congregate shelter provider to develop and implement written procedures to ensure:
 - 1. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential to the extent possible under applicable Federal and Florida law; and
 - 2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG-CV Part 2 will not be made public, except with the written authorization of the person responsible for the operation of the shelter or as required by applicable law; and
 - 3. The address or location of any housing will not be made public, except as provided under a preexisting privacy policy of the recipient or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.
- B. The confidentiality procedures of the SUBRECIPIENT and each non-congregate shelter provider must be in writing and must be maintained in accordance with applicable law and this SUBRECIPIENT AGREEMENT.

IV. RECORDS AND REPORTS

- A. The SUBRECIPIENT shall maintain all records required by 24 CFR 576.500 that are pertinent to the activities to be funded under this SUBRECIPIENT AGREEMENT.
- B. The SUBRECIPIENT shall retain all records, supporting documents, statistical records, and all other records pertinent to the SUBRECIPIENT AGREEMENT for a period of five (5) fiscal years after the expenditure of all ESG-CV Part 2 funds.
- C. Notwithstanding the confidentiality procedures described in Section III, HUD, the HUD Office of the Inspector General and the Comptroller General of the United States, or any of their authorized representatives, including the COUNTY, must have the right of access to all books, documents, papers and or other records of the SUBRECIPIENT that are pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

V.

PUBLIC RECORDS

The records related to this SUBRECIPIENT AGREEMENT, and the work performed hereunder are public records under Florida Law, subject to disclosure upon proper request unless confidential and/or exempt from public disclosure under applicable state law. SUBRECIPIENT hereby specifically covenants to comply with the public records laws of the State of Florida. As required by Section 119.0701, Florida Statutes, to the extent that the SUBRECIPIENT is acting on behalf of the COUNTY within the meaning of Section 119.011(2), Florida Statutes, SUBRECIPIENT specifically covenants to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services which form the subject matter of this SUBRECIPIENT AGREEMENT.
- B. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of SUBRECIPIENT upon termination of this SUBRECIPIENT AGREEMENT 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 COUNTY in a format that is compatible with the information technology systems of COUNTY.

In the event SUBRECIPIENT fails to comply with a public records request, COUNTY shall be authorized to enforce this contractual provision.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.**

Sarasota, FL 34236

Phone: 941-861-5886

Email: publicrecords@scgov.net

VI. PROGRAM INCOME

Program Income is defined as provided by 2 CFR 200.1, except that:

- A. Program Income includes any amount of a security or utility deposit returned to the SUBRECIPIENT, as provided by 24 CFR 576.2; and
- B. Costs that are incidental to generating Program Income and not charged to the ESG-CV Part 2 subgrant may be deducted from gross income to determine Program Income, as allowed under 2 CFR 200.307 (b).
- C. Program Income will be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).

In the event the SUBRECIPIENT receives Program Income, it must be used for eligible Non-congregate Shelter (24 CFR 576, et. seq.) ESG-CV Part 2 (CPD-20-08) activities.

VII. OTHER PROGRAM REQUIREMENTS

- A. The nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) are applicable. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 75 apply, except that homeless individuals have priority over other Section 3 residents in accordance with Section 576.405(c).
- B. The SUBRECIPIENT may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the SUBRECIPIENT has received HUD approval of the property.
- C. Federally-Funded Sub-Award and Grant Agreement Requirements:
 - 1. 2 CFR 200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”
 - 2. As defined by 2 CFR §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

3. As defined by 2 CFR §200.1, "SUBRECIPIENT" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."
4. As defined by 2 CFR §200.1 "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."
5. As defined by 2 CFR §200.1 "subaward" means "an award provided by a pass-through entity to a SUBRECIPIENT for the SUBRECIPIENT to carry out part of a Federal award received by the pass-through entity."

D. The following information is provided pursuant to 2 CFR §200.332(a)(1):

1. SUBRECIPIENT Name: Suncoast Partnership to End Homelessness, Inc.
2. SUBRECIPIENT DUNS number: 610943651
3. Federal Award Identification Number: E-20-UW-12-0014
4. Federal Award Date: 08-11-2021
5. Subaward Period of Performance Start and End Date: Execution of SUBRECIPIENT AGREEMENT through August, 2022
6. Subaward Budget Period Start and End Date: Execution of SUBRECIPIENT AGREEMENT through August, 2022
7. Amount of Federal Funds Obligated by this SUBRECIPIENT AGREEMENT: \$792,400.
8. Total Amount of Federal Funds Obligation to Sub-Recipient: \$2,279,094
9. Total Amount of the Federal Award: \$1,872,211
10. Federal Award Project Description: Funds will be used to implement a Non-congregate Shelter Program.
11. Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)
12. Name of Pass-Through Entity: Sarasota County
13. Contact Information for the Pass-Through Entity: Sarasota Office of Housing & Community Development, 111 South Orange Avenue, Sarasota, Florida, 34236 Telephone: 941-263-6423
14. CFDA Name: Emergency Solutions Grant Program-CARES Act Funding
15. CFDA Number: 14.231
16. Award is Research and Development: No
17. Indirect Cost Rate for Award: N/A

VIII. SUSPENSIONS AND TERMINATIONS

A. Termination for Cause

The COUNTY may terminate this SUBRECIPIENT AGREEMENT if the SUBRECIPIENT fails to comply with the law or any terms of this SUBRECIPIENT AGREEMENT, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time; or
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this SUBRECIPIENT AGREEMENT; or
3. Ineffective or improper use of funds provided under this SUBRECIPIENT AGREEMENT; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect.

B. Termination for Convenience

1. This SUBRECIPIENT AGREEMENT may only be terminated for convenience by the COUNTY with the consent of the SUBRECIPIENT, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the COUNTY or SUBRECIPIENT upon written notification to HUD, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, HUD determines that the remaining portion of the award will not accomplish the purpose for which the award was made, HUD may terminate the SUBRECIPIENT AGREEMENT in its entirety.

IX. REVERSION OF ASSETS

The SUBRECIPIENT agrees that upon the expiration or termination of this SUBRECIPIENT AGREEMENT that it shall transfer to the COUNTY any ESG-CV Part 2 funds on hand and any accounts receivable attributable to the use of ESG-CV Part 2 funds.

X. REIMBURSEMENT / PAYMENT TO SUBRECIPIENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT shall not exceed \$792,400.00. The COUNTY will pay to the SUBRECIPIENT funds available under this SUBRECIPIENT AGREEMENT based upon substantiated information submitted by the SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the SUBRECIPIENT or the SUBRECIPIENT'S non-congregate shelter providers and are not to exceed actual eligible expenditures and resulting cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available in SUBRECIPIENT'S account.

SUBRECIPIENT will submit monthly invoices to the COUNTY for reimbursement no later than ten (10) working days after the end of the prior month until all ESG-CV Part 2 funds have been expended. All invoices must include the information required in Exhibit A.

The monthly invoice from the SUBRECIPIENT must be mailed to:

Sarasota Office of Housing and Community Development
111 South Orange Avenue, Suite 103
Sarasota Florida 34236

Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in 2 CFR part 200.

XI. OTHER REQUIREMENTS

A. Notices

Notices required by this SUBRECIPIENT AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this SUBRECIPIENT AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

COUNTY

SUBRECIPIENT

Director of Planning & Development Svs.
Sarasota County
1660 Ringling Blvd., 1st Floor
Sarasota, Florida 34236

Executive Director
1750 17th Street, C-1
Sarasota, FL 34234

B. Audits

The SUBRECIPIENT hereby agrees to have an annual audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and 2 CFR part 200 and to submit a copy of that audit to the COUNTY within 30 days after the SUBRECIPIENT receives any audit.

C. Independent Contractor

Nothing contained in this SUBRECIPIENT AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this SUBRECIPIENT AGREEMENT. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

E. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this SUBRECIPIENT AGREEMENT.

F. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for its employees involved in the performance of this SUBRECIPIENT AGREEMENT as described in Exhibit B of this SUBRECIPIENT AGREEMENT.

G. Insurance

The SUBRECIPIENT shall comply with the insurance requirements of 2 CFR part 200 Insurance as described in Exhibit B.

H. COUNTY Recognition

The SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this SUBRECIPIENT AGREEMENT. All activities, facilities and items utilized pursuant to this SUBRECIPIENT AGREEMENT shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this SUBRECIPIENT AGREEMENT.

I. Close-out

While all program activities must be completed by August 30, 2022, this SUBRECIPIENT AGREEMENT shall remain in effect until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: providing copies of the payment register showing the payment of ESG-CV Part 2 funds and determining the custodianship of records. Notwithstanding the foregoing, the terms of this SUBRECIPIENT AGREEMENT shall remain in effect during any period that the SUBRECIPIENT has control over ESG-CV Part 2 funds, including program income.

J. SUBRECIPIENT AGREEMENT Assignment

The SUBRECIPIENT may not assign this SUBRECIPIENT AGREEMENT to any other organization. However, it is acknowledged that the SUBRECIPIENT will conduct a Request for Proposals (RFP) and that the SUBRECIPIENT'S non-congregate shelter providers will administer tasks as a part of this SUBRECIPIENT AGREEMENT.

K. Fair Housing Requirement

The SUBRECIPIENT will ensure that all of the SUBRECIPIENT'S non-congregate shelter providers place a fair housing poster in a visible location where it can be seen by PROGRAM PARTICIPANTS and program applicants. The SUBRECIPIENT agrees to place and ensure that SUBRECIPIENT'S non-congregate shelter providers place the fair housing logo on all applications and brochures associated with this SUBRECIPIENT AGREEMENT.

L. The non-congregate shelter services for each PROGRAM PARTICIPANT assisted with the COUNTY'S ESG CARES Act Part 2 funds must be located in Sarasota County.

M. If the COUNTY in its sole and absolute discretion determines that costs reimbursed to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT are improper, unreasonable, unlawful, or not supported by adequate documentation, then SUBRECIPIENT must repay all such unsupported amounts in full to the COUNTY within thirty (30) calendar days of the COUNTY'S request for repayment.

XII. SEVERABILITY

If any provision of this SUBRECIPIENT AGREEMENT is held invalid, the remainder of the SUBRECIPIENT AGREEMENT shall not be affected thereby and all other parts of this SUBRECIPIENT AGREEMENT shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this SUBRECIPIENT AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this SUBRECIPIENT AGREEMENT.

XIV. WAIVER

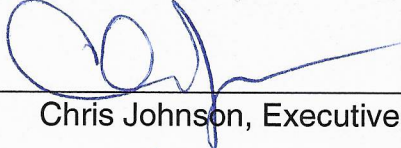
The COUNTY'S failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this SUBRECIPIENT AGREEMENT and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this SUBRECIPIENT AGREEMENT.

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this SUBRECIPIENT AGREEMENT as of the date first written above.

SUNCOAST PARTNERSHIP TO
END HOMELESSNESS, INC.

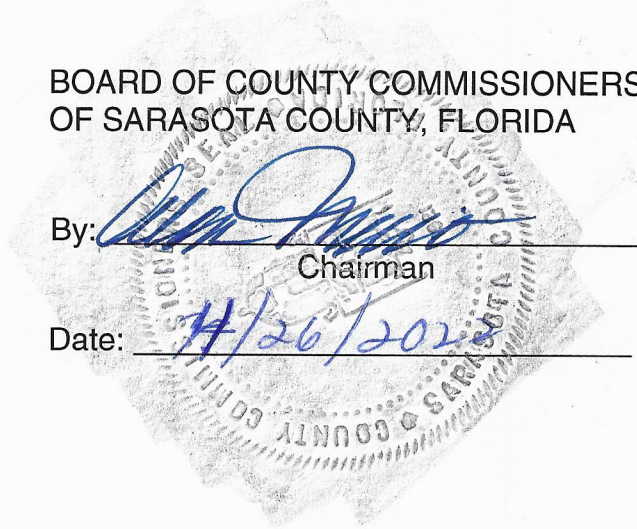
By: 
Chris Johnson, Executive Director

Date: 4/18/22

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: 
Chairman

Date: 4/26/2022



ATTEST:
KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners of Sarasota,
County Florida

By: Mania Bocci
Deputy Clerk

Approved as to form and correctness:

By: FJ E...
County Attorney

Exhibit A
Emergency Solutions Grant CARES Act Funding
Non-Congregate Shelter
Policy Guidelines

The priorities for the use of the Emergency Solutions Grant CARES Act (ESG-CV) Part 2 funding will be providing non-congregate shelter services for homeless households with a high acuity of need as defined by the Oneby1 Policies and Procedures Manual as published on the SUBRECIPIENT'S website located at www.suncoastpartnership.org; and to respond to the coronavirus pandemic (COVID-19) by providing non-congregate shelter services to those who are more susceptible to severe illness as a result of COVID-19. The non-congregate shelter providers will be expected to house program participants for longer periods of time and provide ongoing support services and case management.

Non-congregate shelter services will be provided utilizing the written standard policies and procedures established by the Oneby1 Coordinated Entry system for evaluating household eligibility for assistance under ESG-CV Part 2.

Each potential PROGRAM PARTICIPANT must be assessed to determine if they are eligible for ESG-CV Part 2 assistance and to determine the amount and type of assistance necessary for the household to regain stability in rental or permanent housing. The SUBRECIPIENT and the SUBRECIPIENT'S non-congregate shelter providers agree that every PROGRAM PARTICIPANT utilizing the ESG-CV Part 2 funds must be by referral from the Oneby1 Coordinated Entry system and will ensure that every PROGRAM PARTICIPANT agrees to comply with the most recent Oneby1 Policies and Procedures, and as otherwise provided by the SUBRECIPIENT and SUBRECIPIENT'S non-congregate shelter provider.

A copy of the Oneby1 Coordinated Entry Intake Form, the appropriate assessment tool as designated in the most recent Oneby1 Policies and Procedures manual and documentation of any initial referrals made by the Access Point staff must be retained in the PROGRAM PARTICIPANT'S case file or in the Homeless Management Information System (HMIS). The PROGRAM PARTICIPANT'S case file may be maintained as a hard copy or electronic. To receive ESG-CV Part 2 funding, a non-congregate shelter provider must be an active member of the Continuum of Care (CoC) and attend regular CoC meetings.

All non-congregate shelter providers must agree to use HMIS and input all required data into HMIS within 72 hours after providing assistance.

Performance Indicators. The SUBRECIPIENT agrees to include the following goals in all contracts with the SUBRECIPIENT'S non-congregate shelter providers:

- % of Household Adults with Positive Housing Outcome: 85% of those who have entered the non-congregate shelter project;
- % of Household Adults with Positive Income Change: 30% increase from time of entry into the project to time of exit;
- % of Households who maintain housing at one year: 85% of those with a permanent housing outcome remain housed one- year later; and
- # of Days from intake to housing placement: 60 days

Failure to meet any of the above goals will be considered in determining future awards and levels of funding to be sub-awarded to non-congregate shelter providers and/or SUBRECIPIENT.

The following policies and procedures are to be used for determining which eligible families and individuals will receive non-congregate shelter assistance under this SUBRECIPIENT AGREEMENT. The SUBRECIPIENT must ensure that each non-congregate shelter provider has written consistent standards for determining the percentage or amount of rent and utilities costs each PROGRAM PARTICIPANT must pay while receiving homelessness prevention or non-congregate shelter assistance. The SUBRECIPIENT must also ensure that non-congregate shelter providers document this cost-sharing determination and the PROGRAM PARTICIPANT'S acknowledgement and understanding thereof in that PROGRAM PARTICIPANT'S file.

Homelessness. There are four categories of homelessness as defined under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009. All PROGRAM PARTICIPANTS must meet the HUD Category 1 or 4 to receive non-congregate shelter.

HUD Category 1, literally homeless, is an individual or family who lacks a fixed, regular, and adequate nighttime residence meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- b. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individual(s)); or
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

HUD Category 4, any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- b. Has no other residence; and
- c. Who lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

SUBRECIPIENT will ensure that all PROGRAM PARTICIPANTS develop a written individual service plan in consultation with their case manager that is responsive to all aspects of the participant's life, with a primary focus on permanent housing stability once the assistance ends. The non-congregate shelter provider must develop a plan in conjunction with the PROGRAM PARTICIPANT to assist the PROGRAM PARTICIPANT in retaining permanent housing after the ESG-CV Part 2 assistance ends, considering all relevant information, including but not limited to the PROGRAM PARTICIPANT'S current or expected income and expenses, other public or private assistance for which the PROGRAM PARTICIPANT will be eligible and likely to receive, and the relative affordability of available housing in the area. Examples of mainstream housing and services providers include: Public Housing Agencies; providers of mental, physical or behavioral health services; schools; early childhood care and education providers; out of school time providers; hospitals; correctional facilities; and workforce investment programs.

If a PROGRAM PARTICIPANT continues to receive non-congregate shelter assistance one year from their date of entry, the SUBRECIPIENT must ensure that PROGRAM PARTICIPANT'S income is verified and documented to be at or below 30% of the area median income in order for that PROGRAM PARTICIPANT to continue in the program.

SUBRECIPIENTS must ensure that PROGRAM PARTICIPANTS who are at an increased risk for getting severely ill from COVID-19, per the Centers for Disease Control and Prevention (CDC) guidelines are identified and given priority in receiving assistance funded by this SUBRECIPIENT AGREEMENT. CDC guidance at the time this SUBRECIPIENT AGREEMENT was executed identifies older adults and people with underlying medical conditions at such an increased risk, and specifically lists: those who are over age 65, smokers (current and former), obese, pregnant or recently pregnant, or in an immunocompromised state, as well as those who have or have had cancer, chronic kidney disease, chronic obstructive pulmonary disease, Down Syndrome, heart conditions, substance use disorders, , HIV infection, , sickle cell disease, , an organ or stem cell transplant, Type 1 and Type 2 diabetes mellitus, asthma, a stroke, cerebrovascular disease, cystic fibrosis, hypertension or high blood pressure, neurologic conditions, liver disease, pulmonary fibrosis, or thalassemia. SUBRECIPIENT must ensure there is HIPAA-compliant written documentation supporting any such prioritization.

SUBRECIPIENT must require all non-congregate shelter providers to use the HUD Office of Community Planning and Development Income Eligibility Calculator to determine eligibility for assistance. The Income Eligibility Calculator may be found at <https://www.hudexchange.info/incomecalculator/>. The Income Calculator results and the backup documentation must be printed and retained in the PROGRAM PARTICIPANT'S case file.

ESG-CV Part 2 non-congregate shelter funds are not to duplicate a resource provided in the same time-period for the same cost. SUBRECIPIENT must notify OHCD in writing immediately if there is a Duplication of Benefit.

The standards for determining how long the PROGRAM PARTICIPANT will be provided with non-congregate shelter services, and how services will be adjusted over time must be recorded in each of the SUBRECIPIENT'S non-congregate shelter providers' individualized service plan, also known as Housing Case Plans. Non-congregate shelter providers' case managers must develop a household budget for the PROGRAM PARTICIPANT to help the PROGRAM PARTICIPANT attain and maintain permanent housing.

Within 60 days of payment, a copy of the cancelled check showing receipt by third-party payees must be submitted to the SUBRECIPIENT.

The maximum length of time a PROGRAM PARTICIPANT may receive assistance using ESG-CV Part 2 non-congregate shelter funds from this SUBRECIPIENT AGREEMENT is 6 months. No funds from this SUBRECIPIENT AGREEMENT may be committed for use or used for any purpose after August 30, 2022.

The following are the eligible activities that non-congregate shelter provider(s) may receive reimbursement for from COUNTY through the SUBRECIPIENT with ESG-CV Part 2 funds:

- a. Financial Assistance-non-congregate housing costs, not to exceed 6 months.
- b. Non-Congregate Shelter Search and Case Management – The cost of not less than one hour per month of staff time necessary to assist PROGRAM PARTICIPANT in locating, obtaining and retaining suitable non-congregate shelter, including the following:
 1. Assessment of housing barriers, needs and preferences.
 2. Non-congregate shelter search; and
 3. Outreach to and negotiations with non-congregate shelter owners.
- c. Housing Search and Case Management – The cost of not less than one hour per month of staff time necessary to assist PROGRAM PARTICIPANT in locating, obtaining and retaining suitable permanent housing including the following:

4. Assessment of housing barriers, needs and preferences;
 5. Development of an action plan for locating housing;
 6. Housing search;
 7. Outreach to and negotiations with owners;
 8. Assistance with submitting rental applications and understanding leases;
 9. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint and rent reasonableness;
 10. Assistance with obtaining utilities and making moving arrangements; and
 11. Tenant counseling.
- d. Housing Stability Case Management – The costs for assessing, arranging, coordinating and monitoring the delivery of individualized services to facilitate housing stability for a PROGRAM PARTICIPANT who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 20 hours of staff time to provide case management for the first 30 days during the period the PROGRAM PARTICIPANT is seeking permanent housing and 4 hours each month while the PROGRAM PARTICIPANT is living in permanent housing. Eligible costs include the following:
1. Using the centralized or coordinated assessment system to evaluate PROGRAM PARTICIPANTS applying for and receiving non-congregate shelter assistance.
 2. Conducting the initial assessment, including verifying and documenting eligibility, for PROGRAM PARTICIPANTS applying for non-congregate shelter assistance.
 3. Counseling;
 4. Developing, securing and coordinating services and obtaining Federal, State and local benefits;
 5. Monitoring and evaluating PROGRAM PARTICIPANT progress;
 6. Providing information and referrals to other providers;
 7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 8. Conducting re-evaluations as required by law: Not less than once annually for PROGRAM PARTICIPANTS receiving non-congregate shelter assistance.

Termination. SUBRECIPIENT must require the non-congregate shelter provider to immediately notify the SUBRECIPIENT if a PROGRAM PARTICIPANT is terminated from the non-congregate shelter program.

Non-congregate shelter providers may terminate ESG-CV Part 2 non-congregate shelter assistance if a PROGRAM PARTICIPANT violates program requirements; however, the non-congregate shelter provider may only terminate assistance in the

most severe, well-documented cases. Each non-congregate shelter provider must establish and submit the formal process for terminating PROGRAM PARTICIPANT to SUBRECIPIENT prior to entering into contract to provide non-congregate shelter assistance. The non-congregate shelter provider's formal process must include the following:

- a. A recognition of the individual rights of the PROGRAM PARTICIPANT;
- b. Information on what program violations will result in program termination, ensuring that only the most severe violation of program rules result in the termination of a PROGRAM PARTICIPANT;
- c. The termination process must include the following:
 1. That a written notice to the PROGRAM PARTICIPANT will be sent with a clear statement of reasons for termination;
 2. A formal termination review process that offers the PROGRAM PARTICIPANT with the opportunity to present written or oral objections to a third party; and a prompt written notice (within 5 business days) to the PROGRAM PARTICIPANT of the final decision.

SUBRECIPIENT Payments. SUBRECIPIENT'S non-congregate shelter provider(s) will include HMIS documentation of PROGRAM PARTICIPANT eligibility, project entry and fund usage for any invoice to be processed on behalf of a PROGRAM PARTICIPANT. Upon receipt of sufficient documentation, as indicated below, reimbursement for covered costs will be processed.

PROGRAM PARTICIPANT Moves into Unit.

All covered expenses will be submitted for reimbursement by the 5th of each month to the SUBRECIPIENT by the non-congregate shelter provider and the SUBRECIPIENT must submit a request for reimbursement to OHCD by the 10th of each month, as indicated in this SUBRECIPIENT AGREEMENT. SUBRECIPIENT is responsible for processing all payments to non-congregate shelter providers once payment has been received by the SUBRECIPIENT. The initial invoice from the non-congregate shelter provider must contain the following items:

- An invoice from the non-congregate shelter showing the amount due;
- A copy of the non-congregate shelter provider's check showing that payment was made to the non-congregate shelter;
- The PROGRAM PARTICIPANT'S Housing Case Plan;
- Timesheets showing which PROGRAM PARTICIPANTS were assisted and the amount of time assisting each PROGRAM PARTICIPANT;
- Proof of the rate of pay of the employee including detail showing the employee's burdened costs; and

- A payroll report from an outside firm or copies of the general ledger showing proof of payment to the employee.

All above listed items will be included in the documentation SUBRECIPIENT submits to OHCD for reimbursement under this SUBRECIPIENT AGREEMENT.

Within 60 days of SUBRECIPIENT'S receipt of reimbursement payment from the COUNTY, a copy of each cancelled check showing receipt by the third-party must be submitted to OHCD on behalf of the COUNTY. Failure to provide this information within 60 days of receiving payment from the COUNTY will result in future payments being suspended until OHCD receives this information.

EXHIBIT B INSURANCE

A. INSURANCE

Before performing any work under this SUBRECIPIENT AGREEMENT, SUBRECIPIENT shall procure and maintain, during the life of the SUBRECIPIENT AGREEMENT, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by COUNTY's Risk Management.

1. **WORKERS' COMPENSATION:** SUBRECIPIENT will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this SUBRECIPIENT AGREEMENT, as required by the laws of the state where the SUBRECIPIENT is domiciled. Florida firms must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. Note: firms that are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

In the event the SUBRECIPIENT has "leased" employees, the SUBRECIPIENT or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to the Sarasota Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, FL 34236.

2. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$500,000 each occurrence, covering all work performed under this SUBRECIPIENT AGREEMENT.

B. POLICY FORM

1. All policies required by this SUBRECIPIENT AGREEMENT, with the exception of Workers' Compensation, or unless specific approval is given by COUNTY Risk Management, are to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this SUBRECIPIENT AGREEMENT. Insurer(s),

exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Sarasota County Government.

2. Insurance requirements itemized in this SUBRECIPIENT AGREEMENT and required of the SUBRECIPIENT shall be provided on behalf of all sub-contractors to cover their operations performed under this SUBRECIPIENT AGREEMENT. The SUBRECIPIENT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this SUBRECIPIENT AGREEMENT shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit SUBRECIPIENT' liability nor to fulfill the indemnification provisions and requirements of this SUBRECIPIENT AGREEMENT.
6. The SUBRECIPIENT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this SUBRECIPIENT AGREEMENT and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY's Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the SUBRECIPIENT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this SUBRECIPIENT AGREEMENT are to be furnished to the Sarasota Office of Housing and Community Development (111 South Orange Avenue, Suite 103, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior

to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY'S Office of Housing and Community Development before the SUBRECIPIENT will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this SUBRECIPIENT AGREEMENT, shall be provided to the SUBRECIPIENT'S, non-congregate shelter provider's, subcontractor's and/or consultant's insurance companies as applicable and COUNTY's Risk Management as soon as practicable after notice to the insured.
10. On the insurance certificate, in the "Description of Operations/Special Provisions" section, the following must appear: Sarasota County Government is named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers' Compensation. Waiver of subrogation in favor of Sarasota County Government must be included on all policies except Professional Liability and Workers Compensation.

In the "Certificate Holder" section, Sarasota County Government must be listed and the insurance certificate mailed to:

Sarasota County Government
Office of Housing and Community Development
111 South Orange Avenue
Suite 103
Sarasota, FL 34236

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