

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
SUNCOAST PARTNERSHIP TO END HOMELESSNESS, INC.
FOR RAPID REHOUSING SERVICES**

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

CFDA Number 14.231

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT is made and entered into at Sarasota, Florida this 26 day of April, 2022 by and between 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, COUNTY and SUBRECIPIENT entered into a Subrecipient Agreement (County Contract # 2021-297) to utilize Emergency Solutions Grant CARES Act Part 2 funds (ESG-CV2) for Rapid Rehousing (RRH), moving toward the goal of homelessness being rare, brief, and nonrecurring; and

WHEREAS, COUNTY and SUBRECIPIENT desire to change the allocation amount for the Rapid Rehousing project.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants, hereinafter contained, it is agreed between the COUNTY and SUBRECIPIENT as follows:

1. The third paragraph under Section I. STATEMENT OF WORK of the SUBRECIPIENT AGREEMENT is replaced to read as follows:

The SUBRECIPIENT will receive ESG-CV Part 2 funds to reimburse RRH Providers to assist a minimum of 20 unduplicated PROGRAM PARTICIPANTS who are eligible to receive ESG-CV Part 2 funds for RRH services.

2. Section I.B. of the SUBRECIPIENT AGREEMENT is replaced to read as follows:

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 RRH Providers are required to assist at least 20 PROGRAM PARTICIPANTS. The SUBRECIPIENT'S RRH Providers may assist more than 20 PROGRAM PARTICIPANTS provided the total amount of ESG-CV Part 2 funds does not exceed \$892,590.00.

3. Section I.C. of the SUBRECIPIENT AGREEMENT is replaced to read as follows:

C. Budget

The total amount of funds that will be provided to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT is \$892,590.00. All funds must be used for the activities as defined in Section I of this SUBRECIPIENT AGREEMENT.

4. Section VII. D. of the SUBRECIPIENT AGREEMENT is replaced to read as follows:

VII. OTHER PROGRAM REQUIREMENTS

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

1. SUBRECIPIENT's Name: Suncoast Partnership to End Homelessness, Inc.
2. SUBRECIPIENT's 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: \$892,590.00
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 Rapid Rehousing 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

5. Section X of the SUBRECIPIENT AGREEMENT is replaced to read as follows:

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 \$892,590.00. The COUNTY will pay to the SUBRECIPIENT funds available under this SUBRECIPIENT AGREEMENT based upon the 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 RRH Providers and are not to exceed actual eligible expenditures and resulting cash payments. 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:

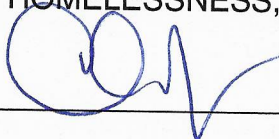
Sarasota Office of Housing and Community Development
111 South Orange Avenue, Suite 103
Sarasota, Florida 34236

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

6. Exhibit A – Policy Guidelines is replaced in its entirety with the amended Exhibit A Policy Guidelines, attached and incorporated herein.
7. Except as expressly set forth herein, all of the remaining provisions of the SUBRECIPIENT AGREEMENT between the COUNTY and SUBRECIPIENT shall remain in effect.

IN WITNESS WHEREOF, the Parties 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: 4/26/22

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

By: maria Bocci
Deputy Clerk

Approved as to form and correctness:

By: FJ Edd
County Attorney

Amended Exhibit A

Emergency Solutions Grant CARES Act Funding Rapid Re-Housing Policy Guidelines

The priorities for the use of the Emergency Solutions Grant CARES Act (ESG-CV) Part 2 funding will be Rapid Re-Housing (RRH) 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 rapidly re-housing those who are more susceptible to severe illness as a result of COVID-19. The RRH providers will be expected to house PROGRAM PARTICIPANTS for longer periods of time and provide ongoing support services and case management.

RRH 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 RRH 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 RRH 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 RRH provider must be an active member of the Continuum of Care (CoC) and attend regular CoC meetings.

All RRH 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 RRH Providers:

- % of Household Adults with Positive Housing Outcome: 85% of those who have entered the RRH 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 RRH Providers and/or SUBRECIPIENT.

The following policies and procedures are to be used for determining which eligible families and individuals will receive RRH assistance under this SUBRECIPIENT AGREEMENT. The SUBRECIPIENT must ensure that each RRH 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 rapid re-housing assistance. The SUBRECIPIENT must also ensure that RRH Providers document this cost-sharing determination and the PROGRAM PARTICIPANT'S acknowledgement and understanding thereof in that PROGRAM PARTICIPANT'S file.

Rapid Re-Housing. 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 RRH.

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 RRH 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 RRH 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 RRH 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 RRH 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 RRH services, and how services will be adjusted over time must be recorded in each of the SUBRECIPIENT'S RRH Providers' individualized service plan, also known as Housing Case Plans. RRH Providers' case managers must develop a household budget for the PROGRAM PARTICIPANT and identify the appropriate amount of ESG-CV Part 2 RRH funds needed to help the PROGRAM PARTICIPANT maintain permanent housing.

RRH Providers paying for PROGRAM PARTICIPANTS' utilities with funds from this SUBRECIPIENT AGREEMENT must confirm that the utilities are in the name of the PROGRAM PARTICIPANT and that the check for the initial deposit for the utility service has been cashed by the utility company within 45 days of the utility's receipt of that check.

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 RRH funds from this SUBRECIPIENT AGREEMENT is:

- for delinquent utilities: up to a total of 6 months for unpaid utility charges; and
- for rental assistance: no more than 24 months of rent within a 3-year period.

Notwithstanding the time frames above, 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 RRH Provider(s) may receive reimbursement for from COUNTY through the SUBRECIPIENT with ESG-CV Part 2 funds:

a. Financial Assistance

1. Rental Application Fees – The rental housing fees that are charged by the owner to all applicants;
2. Last Month's Rent – If necessary to obtain housing for a PROGRAM PARTICIPANT, the last month's rent must be paid to the owner of the housing unit at the time the owner is paid the security deposit and the first month's rent. This assistance may not exceed one month's rent;
3. Utility Deposits – The standard utility deposits required by the company for all customers for gas, electric, water and sewer only; and
4. Utility Payments – Utility payments for up to 24 months for the cost of gas, electric, water and sewer, including up to 6 months of utility payments in arrears, per service. A partial monthly payment of a utility bill counts as one month of assistance.

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:

1. Assessment of housing barriers, needs and preferences;
2. Development of an action plan for locating housing;
3. Housing search;
4. Outreach to and negotiations with owners;
5. Assistance with submitting rental applications and understanding leases;
6. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint and rent reasonableness;
7. Assistance with obtaining utilities and making moving arrangements; and
8. Tenant counseling.

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 Rapid Re-Housing assistance;
 2. Conducting the initial assessment, including verifying and documenting eligibility, for PROGRAM PARTICIPANTS applying for Rapid Re-Housing 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 RRH
- b. Short and Medium-Term Rental Assistance – The RRH Provider may provide up to 24 months of rental assistance for units in Sarasota County during any 3-year period. The assistance may be for the following:
1. Short-term rental assistance for up to 3 months of rent;
 2. Medium-term rental assistance, which is rental assistance for more than 3 months but not more than 24 months of rent; and
 3. Payment of rental arrears, consisting of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- c. Landlord Incentives – In accordance with HUD Community and Planning Development (CPD) Notice 21-08, the limitation on eligible activities under section 415(a) of the McKinney-Vento Act and 24 CFR 576.105 are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.105 to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three times the rent charged for the unit. Waiving the limitation on eligible costs under housing relocation and stabilization services to pay for the costs of landlord incentives will increase the number of housing units available for quickly re-housing people experiencing homelessness or at risk of homelessness, especially in tight rental markets, which is critical to preventing the spread of coronavirus and helping mitigate the economic impact of the crisis. The limitation of three times the rent charged for each unit ensures enough ESG-CV funds remain available to provide other eligible activities necessary to prevent the spread of coronavirus. Eligible landlord incentive costs include: