

RESOLUTION NO 2023-351

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FUNDING ASSISTANCE AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND CAPITAL ACCESS, INC., FOR A FEDERALLY FUNDED SUB AWARD AND FUNDING ASSISTANCE AGREEMENT FOR RENTAL ASSISTANCE UNDER THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, St. Johns County is a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and **Capital Access, Inc.**, hereinafter referred to as “CAPITAL ACCESS” is a Florida 501(c)(3) tax exempt organization; and,

WHEREAS, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

WHEREAS, Congress authorized the Emergency Rental Assistance 2 Program by the American Rescue Plan Act of 2021; and

WHEREAS, St. Johns County accepted the Emergency Rental Assistance 2 funding from the United States Department of the Treasury; and

WHEREAS, American Rescue Plan Act, specifically authorizes the Department of the Treasury to make payment to certain eligible grantees to be used to provide emergency rental assistance; and

WHEREAS, the County agreed to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to County, and to receive financial assistance directly from the County, under programs established by County using funds disbursed under this award and the County may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after the County makes reasonable efforts to obtain its cooperation, the County must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider; and

WHEREAS, the County issued RFP 23-20 to for the development and implementation of an emergency rental assistance program and the CAPITAL ACCESS was highest ranked applicant; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the CAPITAL ACCESS for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

WHEREAS, this Agreement is consistent with Treasury guidelines to respond to the public health emergency; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The County Administrator is hereby authorized to approve and execute a Contract regarding the Federally Funded Subaward and Funding Assistance Agreement for CAPITAL ACCESS by and between St. Johns County and CAPITAL ACCESS substantially in the form of that which is attached hereto.

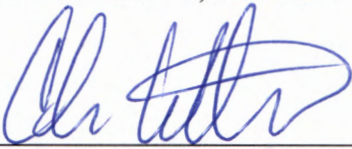
Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

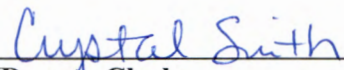
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of September, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date SEP 21 2023

By: 
Christian Whitehurst, Chair

**ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller**

By: 
Deputy Clerk



**FEDERALLY FUNDED SUBAWARD AND FUNDING ASSISTANCE
AGREEMENT**

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Name of sub-recipient:	Capital Access, Inc.
Federal Award Identification Number (CDFA):	21.023
Subaward Period of Performance:	Start Date: September 1, 2023
Subaward Period of Performance:	End Date: March 31, 2024
Total Amount Obligated by this Action:	Not to Exceed \$2,529,463
Total Federal Obligation by St. Johns:	\$2,529,463
County to Sub-recipient: (including this obligation)	\$2,519,563
Total Federal Award Commitments by	
St. Johns County to Sub-recipient:	\$2,519,563
Award is R&D:	0

Federal Award Program Description:

The American Rescue Plan Act of 2021, section 3201, appropriated \$21.6 billion for the delivery of emergency rental assistance, utility assistance and housing stability services to eligible households experiencing financial hardship during the novel coronavirus pandemic (COVID-19). St John’s County received \$2,529,463 of this appropriation for distribution to income-eligible County residents. The purpose of the St Johns County Emergency Rental Assistance Program (ERAP) is to assist households presenting with each of the following characteristics:

1. Low-income family, defined as having a combined income of less than 80% area median income.
2. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly, or indirectly, to the coronavirus pandemic.
3. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability.

Federal awarding agency:	U.S. Department of Treasury
Pass-through entity:	St. Johns County, FL
CFDA number:	21.023
CFDA name:	Emergency Assistance Rental Program
R&D designation:	Non-R&D
Question about this sub-award call:	Shawna Novak, Health and Human Services Director, (904) 209-6089

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future

COVID-19 funding from St. Johns County. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to St. Johns County Administration.

SUBRECIPIENT CONTRACT BETWEEN THE ST. JOHNS BOARD OF COUNTY COMMISSIONERS AND CAPITAL ACCESS, INC.

THIS AGREEMENT is entered into by St. Johns County, a charter county and political subdivision of the State of Florida, herein referred to as COUNTY and **Capital Access, Inc.** whose address is **220 Locust Street, Suite 16-C, Philadelphia, PA 19106** (herein referred to as SUBRECIPIENT).

RECITALS

WHEREAS, St. Johns County is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in St. Johns County; and

WHEREAS, Congress authorized the Emergency Rental Assistance 2 Program by the American Rescue Plan Act of 2021; and

WHEREAS, the Emergency Rental Assistance 2 Program provides for \$21.55 billion to assist eligible households with financial assistance, provide housing stability services, and as applicable to cover the costs for other affordable rental housing and eviction prevention activities; and

WHEREAS, St. Johns County accepted the Emergency Rental Assistance 2 funding from the United States Department of the Treasury; and

WHEREAS, American Rescue Plan Act, specifically authorizes the Department of the Treasury to make payment to certain eligible grantees to be used to provide emergency rental assistance; and

WHEREAS, the County agreed to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to County, and to receive financial assistance directly from the County, under programs established by County using funds disbursed under this award and the County may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after the County makes reasonable efforts to obtain its cooperation, the County must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider; and

WHEREAS, the County issued RFP 23-20 to for the development and implementation of an emergency rental assistance program and the SUBRECIPIENT was highest ranked applicant; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

WHEREAS, this Agreement is consistent with Treasury guidelines to respond to the public health emergency; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term

This Agreement is effective on September 1, 2023 and ends on January 31, 2024 unless terminated earlier in accordance with this Agreement.

Section 3. Enumeration of Contract Documents

The term “Contract Documents” shall include the US Department of the Treasury Emergency Rental Assistance Grant, all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

Section 4. American Rescue Plan Act Funding

a. The County agreed to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to the County, and to receive financial assistance directly from the County, under programs established by the County using funds disbursed under this award. The County may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after the County makes reasonable efforts to obtain its cooperation, the County must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

b. For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:

i. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.

ii. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.

iii. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not- to-exceed **\$2,519,563.00 for allocation, up to \$369,519.00 is available for eligible**

administrative expenses. The SUBRECIPIENT must use this financial assistance for expenses eligible under the American Rescue Plan Act of 2021, Section 3201.

c. SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance related to ERA 2.

d. For each SUBRECIPIENT, the COUNTY will assess the risk to successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.

e. The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.

f. The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.

g. The SUBRECIPIENT and subaward subrecipients shall be responsible for indirect cost associated with this grant.

h. SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments, including:

1. ATTACHMENT A: SCOPE OF WORK-The SUBRECIPIENT's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation and supervision necessary to provide program administration services associated with St. Johns County's ERAP Grant, as specified in the Scope of Work attached hereto as **Attachment "A"**, approved by the County in accordance with RFP NO: 23-20 and the SUBRECIPIENT's response and as otherwise provided in the Contract Documents.

The project consists of providing program administration services associated with the St. Johns County's ERAP Grant under the United States Department of Treasury. The purpose of the program is to mitigate and assist extremely low, up to low-income households who are suffering financial setbacks due to the COVID-19 public health emergency, by providing assistance with delinquent residential rent and/or utilities. The required services shall include, but may not be limited to:

- i. Assessment of Current Program and County Needs
- ii. Establish an Implementation Plan;
- iii. Establish customer service resources such as phone number, email address, and website and commitment to respond to bona fide inquiries within 48 hours of receipt of messages.
- iv. Utilize Consultant-Provided software

- v. Provide case management services focused on understanding program guidelines and completion of applications. No financial planning and/or related housing stability services will be offered. Subrecipient will refer applicants with such needs to County Human Services, Legal Aid Services, United Way and/or Catholic Charities.
- vi. Implement a Community outreach plan as specified in Attachment A “Scope of Work”
- vii. Provide application assistance services to tenants and landlords for the program
- viii. Submit reports to the County on the activity of the program.

2. Award Payment:

All payments for direct ERA 2 rent and utility assistance made under this Agreement for rental assistance shall be on an advance payment basis as specified in Attachment B “Advance and Payment Reconciliation Process”. The advance payment will be an estimate of rental assistance to be paid in the subsequent month. When submitting the invoice, a reconciliation will be submitted for the previous month. Any difference between the advance and the total amount paid will be added or deducted from the next invoice. All payments for Subrecipient ERA 2 administrative fees made under this agreement shall be made based on a combination of upfront mobilization fee and an ongoing unit priced pay for performance fee earned at the execution of grant agreements as specified in **Attachment “B”** “Advance and Payment Reconciliation Process”.

- i. It is strictly understood that SUBRECIPIENT is not entitled to the above-referenced amount of subaward. Rather, the subaward is based upon SUBRECIPIENT adhering to the Scope of Work, detailed in this Agreement. The SUBRECIPIENT’s subaward amount is dependent upon satisfactory completion and delivery of all work products and deliverables noted in the Scope of Work and as detailed in this Agreement.
- ii. Requests for payment must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:
 - a. “By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

- iii. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Payments will be made for expenditures that are eligible under the Grant program. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY'S sole discretion, the request is not for and documentation does not substantiate an eligible expenditure. The County commits to processing reviews and payments on advanced requests and admin fee invoices within fourteen (14) days of receipt of completed submission of required documentation. If any documentation is missing and/or needs revision, County will notify Subrecipient via email and with follow-up in an expeditious manner. However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to use all reasonable methods for recapture of Funds if any representation made in the reimbursement requests, payment requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. SUBRECIPIENT shall also immediately notify the COUNTY should the SUBRECIPIENT become aware of any misrepresentation made in the reimbursement requests, payment requests, reporting, or supporting documentation is at any time false or misleading in any respect and provide all reasonable aid to allow the COUNTY to recapture Funds.
- iv. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
- v. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that this funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the funding may be utilized under American Rescue Plan Act.

Section 5. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT will use all reasonable methods for recapture of Funds if any representation made in the reimbursement requests, payment requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. SUBRECIPIENT shall also immediately notify the COUNTY should the SUBRECIPIENT become aware of any misrepresentation made in the reimbursement requests, payment requests, reporting, or supporting

documentation is at any time false or misleading in any respect and provide all reasonable aid to allow the COUNTY to recapture Funds. The provisions of this Section 5 shall survive the termination of this Agreement.

Section 6. Recapture of Expenses

a. At the end of the production performance period for generating ERA 2 grants, any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.

b. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.

c. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to use all reasonable methods to recapture the funds for the COUNTY for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

i. SUBRECIPIENT shall use reasonable techniques to prevent fraud. SUBRECIPIENT is not financially responsible to reimburse the COUNTY for fraudulent expenditures that SUBRECIPIENT uses reasonable techniques to prevent fraud and provides all reasonable assistance in the COUNTY's efforts to recover those fraudulent expenditures.

d. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to St. Johns County and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.

e. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

f. During the Production Performance Period and for up to three (3) years after the Production Performance Period, Subrecipient will make reasonable and affirmative efforts to recapture funds lost due to fraud, waste and abuse by applicants, landlords, utilities and/or community partners by invoking the claw back provisions in the ERA 2 Grant Agreement and Landlord Affidavit.

Section 7. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof

of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the ARPA funding as outlined in the United States Treasury Compliance and Reporting Guidance for Emergency Rental Assistance programs, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA guidance and 2 CFR 200. Generally, records and financial documents must be maintained for three (3) years after submission of the final report. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. County will follow process outlined in Attached A 'CAPGEMS Post-Production Document Retention for Three Year Compliance Period' for accessing data three (3) years from end of production period.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

The County will follow process outlined in Attachment "A" 'CAPGEMS Post-Production Document Retention for 5 Year Compliance Period' for accessing data after end of one year from end of production period.

Section 8. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the SUBRECIPIENT and/or interview any clients and

employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT 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 SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT 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 SUBRECIPIENT'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.

Section 9. Audits

a. SUBRECIPIENT shall perform an audit(s) for each fiscal year it provides services under this Agreement. The COUNTY may perform an audit of the records necessary to conduct monitoring activities of the SUBRECIPIENT for the services provided during this agreement at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

b. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable Federal and State guidelines and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.

i. SUBRECIPIENT shall use reasonable techniques to prevent fraud. SUBRECIPIENT is not financially responsible to reimburse the COUNTY for fraudulent expenditures that SUBRECIPIENT uses reasonable techniques to prevent fraud and provides all reasonable assistance in the COUNTY's efforts to recover those fraudulent expenditures.

c. The SUBRECIPIENT shall perform an annual audit for each year that the SUBRECIPIENT provides services under this Agreement. The SUBRECIPIENT must have all audits completed by an independent auditor, which is defined in § 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above.

The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.

d. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.

e. **Single Audit Requirements.** SUBRECIPIENTS, that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 10. Closeout

SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, ERA2 rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per ERA2 compliance and reporting is three (3) years.

Section 11. Indemnification

a. SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

b. The provisions of this Section 11 shall survive the termination of this Agreement.

c. **Limitation of Liability.** In no event shall the aggregate liability of SUBRECIPIENT and its affiliates, agents and/or representatives exceed the total award commitments by the County to the SUBRECIPIENT.

Section 12. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination. When an award is terminated, or partially terminated, the SUBRECIPIENT is still responsible for compliance with 2 CFR 200.

a. If County terminates this Agreement due to factors beyond the quality of performance of Capital Access, then County will provide thirty (30) calendar days' notice of cancellation of the Agreement and compensate Capital Access for all fees and related expenses for work completed up to date of Agreement cancellation.

b. County acknowledges that there are certain sunk costs for setting the ERA on the CAPGEMS platform that are not directly tied to the unit-based pricing schedule. Such reasonable costs will be included in fees due, should there be a cancellation of the Agreement that was not motivated by performance issue.

Section 13. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 14. Equal Opportunity: Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 15. Governing Laws: Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in St. Johns County, Florida.

Section 16. Public Records Law

This Agreement, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure. Social security numbers are collected, maintained and reported by the COUNTY must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Florida Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by

SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT -- Office of the County Attorney, Attention: Public Records Custodian, 500 San Sebastian View, St. Augustine, Florida 32084-8686, Email: publicrecords@sjcfl.us. Phone 904-209-0805, <http://www.Sjcfl.us/OpenGovernment>.

Section 17. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 18. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to ARPA rules and guidance and 2 CFR 200.

Section 19. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

St. Johns County Health and Human Services Director
200 San Sebastian View
St. Augustine, Florida 32084
(904) 209-6089

As to SUBRECIPIENT:

Capital Access, Inc.
Jeremey Newberg, CEO
220 Locust Street, Suite 16-C
Philadelphia, PA 19106

Section 20. Risk Management

a. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, the Board Of County Commissioners (BOCC), 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 actual negligence, misconduct, or omissions of the SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'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, SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

b. The SUBRECIPIENT 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 SUBRECIPIENT and not of the COUNTY.

1. Insurance Requirements

Insurance –SUBRECIPIENTs

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

ii. Certificate(s) of Insurance *naming St. Johns Board of County Commissioners as Certificate Holder and additional insured* will be provided prior to services being rendered. Certificate(s) must be provided for the following coverages at the time of contract execution and upon policy renewal. Renewal certificates are due to the COUNTY on or before expiration date.

2. 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:

- i. \$1,000,000 per accident
- ii. \$1,000,000 disease limit
- iii. \$1,000,000 disease limit per employee

3. 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:

- i. \$1,000,000 bodily injury per person (B.I.)
- ii. \$1,000,000 bodily injury per occurrence (B.I.)
- iii. \$1,000,000 property damage (PD) or
- iv. \$2,000,000 combined single limit (C.S.L.) of B.I. and P.D.

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

5. 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:

- i. \$300,000 bodily injury per person (B.I.)
- ii. \$300,000 bodily injury per occurrence (B.I.)
- iii. \$100,000 property damage (PD) or
- iv. \$300,000 combined single limit (C.S.L.) of B.I. and P.D.

6. Professional Liability

Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 5-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental management or construction management professionals.

Section 21. Disclaimer of Third-Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 22. Dispute Resolution

a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

b. In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for St. Johns County, Florida, which is the sole venue for any such civil action.

Section 23. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 24. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 25. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 26. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 27. Entire Agreement

a. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 28. Proprietary Rights

1. County shall own all right, title and interest in work performed under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered to County.
2. SUBRECIPIENT retains full ownership of any underlying techniques, methods, processes, skills, or know-how used in developing its Services under this Agreement and is free to use such knowledge in other projects.

Section 29. Confidentiality

3. **Acknowledgment of Confidentiality.** Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include:
 - i. information already known or independently developed by the recipient,
 - ii. information in the public domain through no wrongful act of the party,
 - iii. information received by a party from a third party who was free to disclose it or
 - iv. information required to be disclosed under Freedom of Information Act or Public Records Law.
4. **Covenant Not to Disclose.** Each party hereby always agrees that during the Term and thereafter it shall not use, commercialize, or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute, or regulation.
5. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation, or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark, or trade secret legend. All such work products; and all contract related data, will be held in strict confidence, except as otherwise agreed in writing.

Section 30. Tax Information.

6. For tax and reporting purposes the following information is agreed to be used for SUBRECIPIENT, Inc.:
 - a. Employer Identification Number of Capital Access, Inc. is: 23-2942106

- b. Mailing address is 220 Locust Street, Suite 16-C South, Philadelphia, PA 19106
- c. Data Universal Numbering System (DUNS) number is: 027678759.

Section 31. Miscellaneous Items

- 7. During the term of this Agreement, County grants SUBRECIPIENT exclusive right to perform all of the above listed services outlined in this Agreement according to the above terms.
- 8. County acknowledges and approves that SUBRECIPIENT to include a general description of this engagement in its marketing materials. SUBRECIPIENT may use a portion of information derived from this engagement such as “Lessons Learned,” in a trade journal or article and/or materials for training programs. SUBRECIPIENT will disclose appropriate credit of County in all written materials.

{Remainder of the page intentionally left blank. Signatures to follow.}

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: Capital Access, Inc.

BY: _____
Signature
Date

(Print Name) Capital Access, Inc. CEO

ATTEST:
BRANDON J. PATTY, CLERK

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Christian Whitehurst, Chair

APPROVED AS TO FORM FOR THE RELIANCE OF ST. JOHNS COUNTY ONLY

BY: _____
County Attorney's Office

Attachment A: Scope of Work

For this Agreement Capital Access serves as Subrecipient to St. Johns County for program management services of the St. Johns County Emergency Rental Assistance 2 Program (SJC ERA 2).

I. CAPITAL ACCESS ROLE

Program Design and Policy

Capital Access will draft a Program Design that serves as the policies and procedures to comply with U.S. Treasury ERA 2 rules and regulations. Before launch of application intake, the County will review, provide edits and refinement as needed and written approval of the Program Design. Capital Access will adhere to Treasury ERA 2 rules and regulations by following the policies and procedures within the SJC ERA 2 Program Design.

1. Develop Program Design to facilitate flow and efficiency of application processing in compliance with Treasury and Commonwealth of PA ERA rules including:
 - a. Processing Priorities
 - b. Re-housing to prevent homelessness
 - c. Direct payment of grants to Applicants who have unresponsive and/or uncooperative landlords as required by U. S. Treasury
 - d. Coordination with Eviction Courts
 - e. Fraud, Waste, and/or Abuse detection and disposition
 - f. Subsequent Applications
2. Operationalize CAPGEMS system and staff processing policies and protocols for SJC ERA 2.

Program Administration

1. Comply with ERA 2 regulations terms and conditions of U.S. Treasury and State of Florida.
2. Provide grant application processing administration and coordination services with County, stakeholders, and partners.
3. Update-Program Design, Compliance and Award Criteria to customize CAPGEMS and train staff to comply with Treasury ERA rules and guidance.
4. Support County and provide reporting and related data for Executive Management Coordination Team meetings.
5. Customize and maintain applicant, landlord and utility data in CAPGEMS Digital File Cabinet, which is indexed, searchable, web based and PII secure to comply with Treasury and State of Florida ERA rules with 24/7 access to all application files and reports.

Capital Access Projects, Grants Expenditure and Management System

Capital Access will utilize the Capital Access Projects, Grants Expenditure and Management Services (“CAPGEMS”) as the platform for SJC ERA 2 communication, coordination, verification review, grant agreement generation, reporting and digital file cabinet for SJC ERA 2 program management services delivery as directed by County. Capital Access will deploy a team of Production Leads, Quality Control, Case Management and Customer Service staff to manage production and compliance with the

requirements of SJC ERA 2 as reviewed and approved by the County. Capital Access will deploy its staff and the CAPGEMS platform to expend 100% of the ERA 2 allocation by the deadlines specified in this Agreement by providing the following program management services:

Marketing and Outreach

1. Generate and implement a coordinate marketing and outreach plan at a sufficient scale to generate enough application to fully expand remaining ERA 2 funds in a timely manner.
2. Generate and update periodically as needed a Web site (www.SJC-ERA2.com) which includes:
 - a. Program Summary
 - b. Frequently Asked Questions
 - c. Access for online application from tenants
 - d. Registration of landlords
 - e. Customer Service contact information
3. Conduct outreach and coordinate with County Eviction Court system to get access to tenants with active eviction cases as evidenced by a docket number.
4. Conduct information web meetings to County agencies, constituent service staff of elected officials and community partners such as non-profit agencies such as Legal Aid, United Way, Catholic Charities, St. Johns Housing Partnership and related community stakeholders.
5. Coordinate with County and their partners for deploying assistance with completing Applications either via web meeting, phone and/or in person.
6. Track prospective applicant activity on website and recommend additional marketing and outreach to generate sufficient volume of applications.
7. Coordinate with County and their partners for outreach and coordination with utilities and internet providers for optimal efficient process to access past due balances.
8. Coordinate with County and their partners for outreach and coordination to cultivate landlords and utilities as partners to provide verification documentation in a timely manner.

In-Person Application Intake

1. Coordinate and provide staff for In-Person Application In-take sessions at specific locations with scheduled appointments at specific times. Capital Access has sole discretion to determine when and for how long to convene In-Person Application Intake.
2. In-Person Application Intake will most likely be convened on a week day between noon and 9:00 pm depending on demand and on a Saturday from 10:00 am to 3:00 pm depending on demand.
3. Capital Access will reach out to non-profit community service organizations for access to meeting space that is accessible via public transit, meets ADA requirements, meets reasonable safety needs, and can accommodate up to twenty (20) applicants.
4. If no such option emerges, County will support In-Person Application Intake by providing access to a functional meeting space as listed above at no charge to Capital Access.

Customer Service

1. Capital Access will make available to Applicants the following customer service resources:
 - a. A local County telephone line with voicemail
 - b. Customer service email address
 - c. Website with links to Customer Service email address and phone number
 - d. Facebook page.
2. Customer Service Representatives (CSR) will, at least once each weekday, download messages and return them within 48 hours. All messages related to an active case file must also be logged within the CAPGEMS Notes & Status for that Applicant.
3. CSRs will be trained to review and respond to HubSpot Customer Relationship Management system inquiries, inclusive of bringing any required messages to the attention of the appropriate Case Manager or Quality Control Manager, if necessary.

Production

1. Provide staff and system to manage production: application compliance and verification reviews, duplication of benefits analysis, award calculation, grant agreement generation and grant funding and reporting.
2. Draft and maintain web-based Application and support in-person application intake.
3. Draft and update as needed ERA 2 Verification Review Sheets to analyze, calculate and/or determine:
 - Compliance with SJC ERA 2 eligibility criteria
 - Tie Back to COVID disruption and/or loss of income due to and/or during pandemic
 - Income Verification
 - Past due Rent and/or Utilities
 - Duplication of Benefits Analysis
 - Calculation of Unmet Need and Grant Award Amount
4. Customize Customer Relationship Management System so that applicants and landlords get their own portal with step-by-step instructions and assigned case managers to assist with uploads of verification documents and track Applicant and Payee (landlords and utilities) activities and communications.
5. Custom design and testing of online portal for each applicant and landlord payee to upload verification documents.
6. Deploy staff to support production and compliance:
7. Customer Service Staff to help applicant complete full applications and upload verification documents particularly for “stale” applications and help landlords register, complete Landlord Affidavit and IRS W-9.
8. Case Managers to help applicants, landlords and utilities provide required verification and payment documentation and conduct compliance reviews and award calculations.
9. Quality Control Managers to conduct Quality Control reviews for compliance; make approval determinations and generate and sign grant agreements.
10. Generate web-based grant agreements and functionality for in-person grant signing.
11. Coordinate with County for upload of evidence of payments into CAPGEMS.

12. Provide County back-up documentation for invoice submissions to St. Johns County.
13. Generate Production and Expenditure Reports.
14. Coordinate with County and their partners to support Applicant Issue Resolution.
15. Conduct End-to-End pre-audit file review and clean up.

Payments

Payments will be managed by Capital Access Finance Director and Finance Associate and supervised by Capital Access CEO (CAPGEMS Finance Team). The plan will include:

1. Landlord Payments via Deluxe eChecks

CAPGEMS Finance Team will:

- a. Establish an SJC ERA Payment Account at PNC Bank for Treasury ERA 2 funding.
- b. Set up Deluxe e-Check accounts for all SJC ERA 2 funding giving Capital Access ability to generate eChecks as primary method of payment.
- c. Generate payment batch report from CAPGEMS
- d. Upload checks to Deluxe and verifies eCheck batch
- e. Import eCheck batch to CAPGEMS and to change status for each Applicant with a check generated to "Funded."

2. No Paper Checks

To participate in SJC ERA 2 Landlord must have active emails addresses so they can receive payment via Deluxe eChecks. No paper checks will be issued to Landlords/

3. Utility Payments

The CAPGEMS Finance Team will coordinate with County approved Utility Companies to explore how to operationalize:

- a. Improved system for getting most recent past-due amounts
- b. Relief from utility shut offs upon notification of ERA application registrations and
- c. Electronic payment of utility assistance in batches via Deluxe eChecks.
- d. We will make all affirmative efforts to identify a designated receiver at each utility company for payments. Capital Access Finance Team will follow up with a spreadsheet that specifies how the money is to be applied (which Accounts/Customers).

4. Tenant Paid Assistance

- a. County and Capital Access understand Tenant Paid Assistance leaves the program vulnerable to fraudulent behavior and/or tenants not applying ERA 2 assistance to pay rent.
- b. Upon County directives, we can implement a policy and functions for Direct Assistance Payment to Applicants who have Uncooperative and/or Unresponsive Landlords.
- c. The Capital Access SJC ERA 2 Team can operationalize the mechanics for how to get payments directly to tenants with fraud prevention filters.

Challenging Cases and Appeals

1. While CAPGEMS will be authorized by County to make funding decisions based on following the policies of the Program Design, the County has final decision-making authority regarding all payments to landlords, utilities and/or tenants.
2. For applications that have challenging issues and require a grantee level determination from the County, Capital Access will submit applicant data and analysis for County review and determination for approval, denial and/or request for supplemental information.
3. County will establish an Appeals function. If and when a case is appealed, Capital Access will provide applicant information for County review. County may ask applicant for additional information. County will notify Capital Access of Appeal approval of denial determination.

Reporting and Reconciliation

1. Capital Access is responsible for U. S. Treasury ERA2 compliance and reporting only. The County is responsible for broader ARPA CSLFRF compliance and reporting.
2. Capital Access will prepare for the County all U. S. Treasury required ERA2 reports during and for up to one (1) year after beginning of post-production period.
3. The County must review, approve, and submit required ERA 2 reports to U. S. Treasury via their report submission portal. Capital Access will provide technical assistance as needed for this task.
4. Capital Access will provide the following reports for County review:
 - a. Weekly production and expenditure reports for Executive Management Coordination Team.
 - b. Monthly and quarterly production reports as required by U. S. Department of Treasury and State of Florida.
 - c. Batch and reconciliation reports between payments and account balances.

Respond to County Audit Findings and Recommendations

1. Provide access to CAPGEMS as requested by auditors during full production mode.
2. Review and respond to questions and/or concerns expressed by audit staff.
3. Make improvements to CAPGEMS and staff processing protocols as needed.

See below sections “CAPGEMS Post-Production Document Retention for 5 Year Compliance Period” for more details on how auditors can access data after one year from end of production phase.

II. COUNTY ROLE

County supervises and supports Capital Access based on the scope of services listed above and serves as the Lead for:

1. Supervision of Capital Access and the CAPGEMS Team in its role as Program Manager of SJC ERA 2.
2. Facilitate overall coordination with County, stakeholders, and partners.
3. Participate in regularly scheduled “**SJC ERA 2 Executive Management Coordination Team**” consisting of representatives from Housing and/or Human Services to support marketing, production, payments, reporting and messaging and resolve issues.
4. Identify spaces for In-Person Application Intake sessions.
5. As needed, coordinate delivery of Stability Services.
6. Provide decisions on all open policy issues.
7. Facilitate contacts with local utilities.
8. Provide access to data feeds for Duplication of Benefits Analysis such as HMIS.
9. Support outreach and coordination to cultivate landlords and utilities as partners to provide verification documentation in a timely manner.
10. Review of and make final decisions related Applicant Appeals.
11. Capital Access will gather data, prepare and mail IRS Form 1099 to payees for tax reporting.

III.SPECIAL SCOPE PROVISIONS

A. Limits to ERA Housing Instability Services

1. Since every applicant approved for ERA grant funds earns 80% or less of area median income and has demonstrated that they have and/or are experiencing disruption and loss due to the COVID-19 pandemic, they all qualify as “at risk of housing instability” and therefore Capital Access will process all eligible past due rent **and** process future unmet rent needs up to three (3) month after the month in which the Landlord Affidavit was submitted. In the case of an unresponsive landlord, future rent and utility assistance will begin in the month after their application was submitted.
2. Capital Access will process grants to subsidize Re-housing only when applicant can produce a bona fide lease that is cost reasonable and within the boundaries of SJC and Relocation Expenses.
3. Capital Access will provide referrals but will **not** be responsible for delivery of stability services such as counseling, credit repair and/or the typical services of a housing navigator.
4. Capital Access will **not** process grants to subsidize internet access.

B. Additional ERA funds

Should additional ERA funds become available, and Capital Access has the necessary capacity, County will consider Capital Access to serve as Program Manager for additional re-programmed ERA, American Rescue Plan and/or other sources of funds. Such an expansion of the scope of work contract is subject to a mutually agreed up contract modification.

IV.CAPGEMS TERMS ANDCONDITIONS

CAPGEMS and Data Security

Capital Access will provide and manage the SJC ERA 2 program on the CAPGEMS platform which is a combination of applications integrated within the web-based Microsoft Azure Websites platform. This facilitates online applications, grant agreement execution and electronic payments while practicing social distancing. The following terms and conditions apply to working in the CAPGEMS environment:

1. County owns their data housed in the CAPGEMS Portal and, with authorized usernames and passwords, has continuous access to the files on the County SJC ERA 2 Landing Page and Grant Expenditure Report.
2. Capital Access will provide usernames and passwords to members of the SJC ERA 2 Coordination Team and designated County staff upon receipt of written instructions from County Executive Director.
3. County staff who access data in CAPGEMS shall be responsible for maintaining and protecting all of applicant's personally identifiable information ("PII") in accordance with all applicable laws and regulations.
4. All County staff will sign a release to adhere to confidentiality and risk management protocols to protect PII of applicants.
5. Capital Access will provide training and support for County staff and County representatives to access and navigate within CAPGEMS.
6. CAPGEMS engages in regular back-up of SJC ERA 2 data on the system.
7. CAPGEMS operates on the Microsoft Azure websites platform, that conforms to the security standards for federal HUD Personal Identification Information (PII). Capital Access will monitor for updates from HUD on how to optimize compliance with HUD PII requirements.
8. Capital Access will not share any information contained within CAPGEMS with any third-party entity. Use of CAPGEMS is proprietary to Capital Access and should not be shared with external individuals or entities. Doing so would be considered a breach of contract. Any inquiries or interest regarding the CAPGEMS systems and tools should be directed to the Capital Access Chief Executive Officer.

Access to Data for Audits

1. CAPGEMS ERA 2 is not programmed to convert applicant files into .pdf and/or zip file formats. All data for monitoring and audits resides within the system and can be easily accessed within the CAPGEMS SJC system.
2. If and when a program monitor and/or auditor requires access to program data, County will send Capital Access written notice of the monitoring and/or audit and a list of authorized monitors and/or auditors. Capital Access will provide authorized monitors and auditors with:
 - a. Username and password access to CAPGEMS SJC
 - b. Training in how to navigate and generate reports from CAPGEMS SJC.
3. Capital Access will make staff available to respond to questions from monitors and auditors as needed.
4. During production and for one (1) year after full expenditure of funds CAPGEMS will remain live and fully functional so program monitors and/or auditors may access client and production data and Capital Access can complete any close-out and/or reconciliation and/or revised reports to U. S. Treasury.

CAPGEMS Post-Production Document Retention for 5 Year Compliance Period

The U. S. Treasury has a three (3) post-production compliance period where they can do a program and/or financial audit of a grantee's ERA program. CAPGEMS SJC ERA 2 will not have the ability to issue new grant agreements after one year from the end of production.

1. Access to System and No Paper Files

Capital Access will provide the following functionality and access to program data during the five-year post-production period:

- a. Azure Hosting, Database and Devia infrastructure
- b. SharePoint Data storage
- c. Devia Support and Administration
- d. Support for issues
- e. Support to add and remove access
- f. Access to Metabase, per user cost
- g. Access to full HubSpot Data
- h. Continued Backups

2. Data Export:

If the County needs access to paper and/or, pdf copies of reports, the County must provide Capital Access with FTP or Amazon S3 location. Capital Access via Devia Software will copy over the following:

- a. SQL Server Database provided
 - b. Exports of each table in SQL in Excel
 - c. All files will be within a folder per household
 - d. Each folder will also contain an HTML file with all notes
 - e. HubSpot data and individual data (except for notes) cannot be exported
 - f. Sensitive information such as Tax ID's will be encrypted with no ability to read
3. For any requests beyond what is listed above, Capital Access will draft a scope of work, estimate of hours and budget for County review and approval.
 4. The county will amend this agreement to include such additional costs and process payment when completed.

Attachment B: Compensation and Expenses

Based on the \$2,529,463 available in SJC ERA 2 funds and based on the following pay for performance unit pricing structure, Capital Access can earn up to \$318,846 in addition to the \$50,673 Mobilization Fee for a total of **\$369,519 program management / administration fees**.

The following details the mechanics for how the Capital Access program management fee for ERA 2 shall be calculated and processed based on the portion of Administration Fee as authorized by U. S. Treasury, and the County. The Program Management Fee will be earned and paid as follows:

Mobilization Fee

1. Upon completion of the tasks necessary to launch of the new SJC ERA 2, Capital Access will submit an invoice for **\$50,673.00 in Mobilization expenses**. This fee covers tasks needed to make the program ready to do application intake, conduct verification reviews and generate grant agreements and payments in compliance with U. S. Treasury ERAP 2 rules and within a reasonable timeframe.
2. The mobilization fee covers personnel costs, software, and related expenses. The parties agree that proof of payment will be time sheets and receipts.

Pay for Performance Unit Pricing for Application Processing

Capital Access earns its pay for performance processing fee under the following two scenarios:

1. In accordance with the policies and procedures in the County approved SJC ERA 2 Program Design, and after eligibility and verification review processing is completed, Capital Access staff generate an SJC ERA 2 grant agreement that is signed by a Capital Access Quality Control Manager and the applicant. Shortly thereafter, Capital Access Finance staff generate payment via the Deluxe eCheck Payment Exchange to the eligible payee which may be a landlord or a tenant depending on the application circumstances. This constitutes disbursement of SJC ERA 2 funds, and a proportionate amount of program management fee earned at **12.61%** of the direct assistance SJC ERA 2 grant amounts issued on behalf of the applicant.
2. If an applicant is unreachable and/or fails to sign the grant agreement after three (3) affirmative attempts to make contact via email, phone and/or direct text message, Capital Access has earned its fee. Capital Access will notify County if and when this occurs. Capital Access will invoice for these "Failed to Sign Grant Agreement" cases as part of a draw on the Contingency. These will be separate invoices from the Reconciliation Invoice and subject to approval by the County.
3. Capital Access has still earned its fee if a payee fails to cash its ERAP payment and/or if a payee returns payment due to tenant vacating premises or other conditions beyond the control of Capital Access. Payment shall not be withheld in this situation.

		Balance of ERA 2
Balance Remaining of ERA Allocation:		\$2,529,463
Administration	15.00%	\$379,419
Sub-Total for Direct Grants:		\$2,150,044
Administrative Cost		
St. Johns County share	0.391%	\$9,900
Contingency		\$0
Document Retention Costs		\$0
TOTAL SJC Admin:		0.39% \$9,900
Mobilization Cost	2.00%	\$50,673
Post-Production Financial Management:		
- 1099 Generation	0.00%	\$0
- Landlord Future Rent evictions Follow-up		
Capital Access CAPGEMS	12.61%	\$318,846
TOTAL CAPITAL ACCESS FEE:		14.61% \$369,519
Total Administration Cost:		15.00% \$379,419

Contingency

Subject to approval by and notice from the County, Capital Access may submit a Contingency Fee Invoice for.

1. Cases where applicant Failed to Sign Grant Agreement
2. Payee fails to cash their ERA 2 assistance checks
3. Excessive time expended on Fraud Detection and Prevention
4. Unforeseen expenses and/or a series of tasks that required more time than expected based on data available at the time of Agreement execution.

Invoice Logistics

1. Based on the volume of applications processed and the cash management needs of SJC ERA 2, Capital Access will submit a Reconciliation Invoice package of documents that includes:

- a. Invoice for Program Management Fee earned based on grant agreements executed and Deluxe eChecks generated in the payment batch queue proportionate program management fee earned on each SJC ERA 2 grant funded.
 - b. Production Report of Applications processed, grant agreements executed, and grants funded
 - c. Expenditure Report tracking:
 - Grant funds expended
 - Program Management Fee earned tied to grant production
 - Estimate of Grant Pipeline and Grants Funds Need for Next Advance Request
 - d. Schedule of Grant Agreements Processed with Applicant name, application number and amount of rent and utility assistance.
2. Capital Access will retain timesheets for all staff working on SJC ERA 2 which can be provided as requested by County. However, Capital Access will not submit timesheets with each invoice.
 3. County commits to process invoices in a timely manner including:
 - a. Review the monthly Advance Reconciliation Invoice in no more than five (5) business days from date of submission.
 - b. If County identifies issues and/or areas that require clarification, Capital Access will respond in a timely manner.
 - c. If any billing issues emerge, County will pay Capital Access for approved amount of program management fee separate from any amounts requiring further consideration.
 4. All licenses and fees related to the CAPGEMS platform are included in the Capital Access fee.

Attachment C: Assign Staff and Hourly Rates

Staff Assigned to SJC ERA 2

Capital Access will deploy a team of Production Leads, Quality Control and Case Managers and customer service processors who will work in a coordinated manner to cultivate and process applications, provide case management services, and fund grants in compliance with County, and Treasury rules within production deadlines and as funding is available. (Hereafter “CAPGEMS Team”).

Members of the CAPGEMS Team are full-time and part-time staff that are all trained in the rules of the ERA 1 and ERA 2 emergency rental assistance programs.

Most of the processing work will be conducted remotely. If needed and if it can be completed in a manner that minimizes health and safety risk, staff will be deployed on-site in County to assist with marketing, in-person application intake schedule events and/or coordinated check release and pickup for Landlords not able to complete the electronic funds transmission process.

Staff Hourly Rates

Capital Access will record timesheets for staff deployed on SJC ERAP based on the following hourly rates. These hourly rates are fully loaded to include fee, overhead and related expenses. Capital Access will be paid based on the fixed mobilization and unit pricing fees. However, if the County chooses to add to scope of work, these hourly rates will apply.

Capital Access Positions / Roles	Hourly Rate
Executive Manager, Senior Capital Access	\$196.89
Production Lead, Senior Quality Control Manager and Finance Director	\$178.51
Quality Control Manager and Finance Manager	\$157.50
Deputy Quality Control Manager and Finance Associate	\$108.00
Case Manager and Finance and Payments Assistant	\$72.36
Customer Service Representatives	\$60.00

Every timesheet will include time dedicated to specific applications where staff record the application number and time spent on each specific application. All other time will be recorded to Program Administration.

For any calculation of time for draw on contingency or any other request for additional services beyond unit-pricing, Capital Access will charge county \$100.00 an hour as an aggregate fee to cover the full range of staff, systems and overhead for service delivery.