

**SERVICE PROVIDER AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND C-U AT HOME
FOR WINTER HOMELESS SHELTER SERVICES**

This Service Provider Agreement (“Agreement”) is entered as of December 16, 2021, by and between C-U at Home, with an address of 70 E. Washington Street, Champaign, IL 61820 and the County of Champaign (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802, collectively “the Parties.”

WHEREAS, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”);

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Interim Final Rule 31 CFR Part 35 to transfer ARPA Funds to a private non-profit organization that provides community-based housing without a designated length of stay, 42 U.S.C. 803(c)(3) (citing 42 U.S.C. 11360(17));

WHEREAS, C-U at Home is a 501(c)(3) private non-profit organization providing community-based housing to individuals who are homeless without a designated length of stay, 42 U.S.C. 11360(17), with a mission to engage and mobilize the community to house and support the most vulnerable homeless on their journey of healing and restoration, that meets the requirements of Section 603 of the Social Security Act, 42 U.S.C. 803(c)(3);

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in funding and operating a low-barrier winter emergency shelter, hereby named, “Winter Homeless Services.”

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for funding and implementing Winter Homeless Services through the following understanding:
 - a. **Winter Homeless Services:** C-U at Home will provide low-barrier winter emergency homeless shelter services for individuals, operating between December 13th, 2021 until April 15th, 2022; with proposed program budget included in Attachment 1.
 - b. **Funding:** The County will transfer ARPA funds to C-U at Home in the amount of \$150,000 in support of these services for County fiscal year 2022. The transfer of funds shall be made in 4 monthly installments from January 2022 through April 2022 to coincide with the C-U at Home program timeline. In order for funds to be released, C-U at Home must submit a Risk Assessment to the County as indicated in Attachment 2 for the first installment; followed by submission of a

Reporting Form as exemplified in Attachment 3 for each of the remaining months prior to release of funds. Both of these forms shall be made available by the County to C-U at Home in a fillable format.

2. Roles and Responsibilities of C-U at Home.

a. Oversight

- i. C-U at Home agrees to cooperate with site visits conducted by Champaign County Board Members and/or County staff, as requested, to tour and review programs in progress.
- ii. C-U at Home will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. C-U at Home will submit reporting information to the County on as required by the Department of Treasury, upon request of the County. Information will include, but is not limited to: number of clients served, demographic information, program details, how the program responds to the pandemic, program timeline and status, and expenditure information and status. Examples of the Risk Assessment Form and Reporting Form are provided in Attachments 2 and 3.
- iv. C-U at Home will provide to the County, upon reasonable notice, access to and the right to examine such books and records of C-U at Home. C-U at Home will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. C-U At Home understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. C-U at Home will comply with all applicable statutes, ordinances and regulations. C-U at Home will not use any of these ARPA Funds for

lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, C-U at Home will reimburse the County any amount that is determined to have been spent in violation of the law.

b. Inclusive Winter Shelter

- i. Program: C-U at Home shall operate a winter shelter with the following provisions:
 1. There shall be two shelters: one for residents who identify as male and one for residents who identify as female.
 2. Both shelters will operate no less than December 13, 2021 through April 15, 2021.
 3. The shelters will be open and accessible 7:30pm to 7:30am every day of the week.
 4. Residents must be able to screen at all hours of operation for intake.
 5. Persons experiencing medical emergencies will be referred to hospital care.
 6. Adequate personnel will be in place at both locations to ensure the safety of residents. Personnel will be overseen by a licensed social worker.
- ii. Governance: Winter Homeless Services shall be overseen by a Steering Committee that includes at least one representative designated by each funding organization, which shall meet at least monthly with the following responsibilities:
 1. Review reports
 2. Approve significant changes in staffing or programs prior to implementation.
- iii. Reporting: In addition to the reporting requirements provided in Section 2.a. of this Agreement, C-U at Home shall report at least monthly to the Steering Committee and to the Champaign County Continuum of Service Providers to the Homeless (CSPH) the following information:
 1. Daily census of the men's and women's shelters including number, gender, race/ethnicity, and age.
 2. Number of individuals denied access and any ejections of individuals from the shelter. Data shall include reasons and demographics.
 3. Staffing status (any vacancies, trainings attended in the last month, etc.).

4. Any days the shelter was closed and why.

3. Roles and Responsibilities of the County:

- a. Funding: The County shall provide ARPA Funds to C-U at Home in the amount of \$150,000, divided into four monthly installments.
- b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
- c. The County is not responsible in any way for the operations of C-U at Home.

4. **Term.** This Agreement shall commence upon its execution between the Parties.

5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, C-U at Home shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if C-U at Home does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, C-U at Home will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

8. **Indemnity.** C-U At Home agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by C-U at Home, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

C-U AT HOME



Darlene A. Kloeppel, County Executive

Melissa Courtwright, Executive Director



Attest: Aaron Ammons, County Clerk

ATTACHMENT 1: C-U AT HOME PROPOSED PROGRAM BUDGET



**C-U at Home
LOW BARRIER SHELTER INITIATIVE BUDGET AND TIMELINE**

BUDGET	CAPITAL	OPERATING	COMMENTS
STAFFING OF SHELTERS			
Security focus Team Member		\$ 215,000	1-2 per shelter/12-18 hour a day \$55/hour 18 weeks
Mental health/substance abuse focus Team Member		\$ 135,000	1 per shelter/12 hour a day \$50/hour 18 weeks
Manager, Shelter Services		\$ 25,000	1 person Full time - 4 months
Outreach Team Member		\$ 20,000	1 person Full time - 4 months
OCCUPANCY			
Space Rental		\$ 26,000	4 months @ \$2,000/month - separate space for men and women
Utilities		\$ 8,000	4 months @ \$1,000/month
Cleaning and Janitorial Supplies		\$ 2,000	4 months @ \$250/month
Communication Tools		\$ 2,000	4 months @ \$250/month
Snow Removal			
Beds and equipment	\$ 5,000		
Damage to Rental Facilities	\$ 50,000		
Van/Transportation	\$ 40,000		
OVERSIGHT			
Centralized Intake Case Manager		\$ 8,000	25% time - 4 months
Administration		\$ 4,000	Executive leadership, accounting, human resources
		<u>\$ 95,000</u>	Commitments:
		<u>\$ 445,000</u>	Regional Planning Commission \$ 140,000
			Cunningham Township - Nov 8 vote \$ 25,000
			C-U at Home \$50,000
CASH INFLOW NEEDS			
Grants/Funding secured by Partners/Government	\$ 490,000		Other Asks:
C-U at Home Fundraising Campaign	\$ 50,000		Champaign County ARPA \$ 150,000
	<u>\$ 540,000</u>		City of Champaign ARPA \$ 125,000
			Public Health \$50,000
			Total \$ 540,000

TIMELINE of KEY ACTIVITIES	November	December	January	February	March	April	May
Champaign County Continuum of Care/Community Partners Activities							
Submission of RFP To Champaign County Continuum	11/5/2021						
Continuum/Partners/Government is able to secure funding	11/12/2021						
C-U at Home Activities							
Begin to approach donors for C-U's financial commitment	11/15/2021						
Reach out to security companies for staffing	11/1/2021						
Recruit Substance abuse/mental health professionals	November						
Discuss partnership Champaign Police Department	10/27/2021						
Open Shelter		12/13/2021					
Shelter closes						4/15/2021	
Debrief with community partners							May

ATTACHMENT 2: RISK ASSESSMENT FORM

Champaign County ARPA Risk Assessment Form

Submit the Completed Form to Kathy Larson at klarson@ccrpc.org or CCRPC c/o Kathy Larson at 1776 E. Washington St., Urbana, IL 61802. If any questions, email klarson@ccrpc.org or call (217) 819-4101.

1.	Today's Date:		
2.	Agency Name:		
3.	Agency Street Address:		
4.	Agency City, State, Zip Code:		
5.	Contact Name:		
6.	Contact Email Address:		
7.	Contact Phone Number:		
8.	Agency DUNS Number:		
9.	Project/Program/Expense Name:		
10.	Proposed Total Project Cost:		
11.	Proposed ARPA Cost:		
12.	Proposed Timeline:	Total Project Cost	Total ARPA Amount
	Year 2022		
	Year 2023		
	Year 2024		
	Year 2025		
	Year 2026		
13.	Description of Proposed Services, Items, Equipment, Costs:		

14.	Please describe your agency's experience in managing Federal funds (attach additional documentation as needed):		

15.	Please indicate if your agency has undergone financial audits, and details regarding any findings (attached additional documentation as needed):		

16.	Please describe the staff members, policies, and procedures that your agency has and will provide in order to implement and oversee the services being supported by this funding (attach additional documentation as needed):		

ATTACHMENT 3: REPORTING FORM EXAMPLE

Champaign County ARPA Reporting Form

Submit the Completed Form to Kathy Larson at klarson@ccrpc.org or CCRPC c/o Kathy Larson at 1776 E. Washington St., Urbana, IL 61802. If any questions, email klarson@ccrpc.org or call (217) 819-4101.

1.	Today's Date:		
2.	Agency/Department Name:		
3.	Agency/Department Street Address:		
4.	Agency/Department City, State, Zip Code:		
5.	Contact Name:		
6.	Contact Email Address:		
7.	Contact Phone Number:		
8.	Agency DUNS Number:		
9.	Project/Program/Expense Name:		
10.	Total Cost of Project/Program/Expense:		
11.	Total Cost Portion to be Paid from ARPA Funding:		
12.	Project Status:		
	Not Started		
	Completed Less than 50%		
	Completed 50% or More		
	Completed		
13.	Total Funds Expended To Date:	Total Project Costs Paid	Total ARPA Funds Expended
	03/01/2021 - 07/31/2021		
	08/01/2021 - 12/31/2021		
14.	For Programs Providing Assistance:		
	How Many Clients Have Been Served:		
	What Census Tracts Have Been Served:		
	How Many Clients Have Less than 60% Median Income:		
	How Many Clients Are Over 25% Below Federal Poverty Line:		
15.	Please Describe the Project/Program/Expense Being Funded by ARPA, Between 50 and 250 Words:		

16.	Please Describe How this Project/Program/Expense Responds to the COVID-19 Pandemic:

17.	Please Describe How this Project/Program/Expense Aligns with Agency or Community Goals, Objectives, Needs:

18.	For Equipment or Service Provision, Please Describe Your Procurement Process (i.e. Rationale for method of procurement, selection of contract type, contractor selection or rejection, basis for contract price):

Internal Use Only:	
ARPA Project Name:	
ARPA Project Identification Number:	
Fiscal Year Budgeted:	
ARPA Reporting Category:	