

# State of Utah

## Request for Proposal (RFP)

State Fiscal Year (FY) 2021

## Homelessness Funding

**RFP RELEASED: February 25, 2020**

**REQUIRED PRE-PROPOSAL MEETING and  
WEBGRANTS APPLICATION OPEN : March 2 or 3, 2020**

**REQUIRED INTENT TO APPLY DUE: March 4, 2020 at 5:00 p.m.**  
<https://forms.gle/UaZaCWgd78aJJV9u9>

**APPLICATIONS DUE: March 18, 2020 at 5:00 p.m.**

**CONTRACT PERIOD: July 1, 2020 – June 30, 2021**  
with the option of two - one year renewals

**AMENDMENT DATE**

**PAGES**

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Any changes to the RFP will be noted in this section

# FY21 HOMELESSNESS FUNDING

Department of Workforce Services – Housing and Community Development Division

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# HOMELESSNESS PRE-PROPOSAL MEETINGS

**REQUIRED TO APPLY**

**Monday, March 2, 2020**

**1:00 p.m. to 4:00 p.m.**

**Tuesday, March 3, 2020**

**9:00 a.m. to 12:00 p.m.**

**1:00 p.m. to 4:00 p.m.**

The same pre-proposal workshop is offered three separate times to accommodate varying schedules. Agency attendance **is required** to be eligible to apply for the grant.

**We strongly recommend in-person attendance.**

The options for attending a meeting are: in-person, online or by phone. The required training will be recorded and only be available to agencies who had a representative participate in a Pre-Proposal meeting. Questions and responses will be posted online at <https://jobs.utah.gov/housing/> or within the WebGrants Funding Opportunity.

| IN-PERSON (Preferred)   | ONLINE   | PHONE   |
|---|--|---|
| Department of Workforce Services<br><b>Administrative South Building</b><br>1385 South State Street,<br>Room 157<br>Salt Lake City , Utah 84115 | <a href="https://tinyurl.com/HPOAppTraining">https://tinyurl.com/HPOAppTraining</a><br><i>If participating online: Please log in early and run the startup in order to ensure your computer has the current software requirements to run the webinar. You may participate by both phone and computer if you prefer, although a computer with speakers is sufficient.</i> | <b><u>1-877-820-7831</u></b><br>Passcode 737224 |
| <b>Bring your own copy of the RFP to reference</b>  |  |   |

**QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS OR GRANT APPLICATION PROCESS SHOULD BE DIRECTED TO [HomelessnessGrants@utah.gov](mailto:HomelessnessGrants@utah.gov)**

# HOMELESSNESS FUNDING OVERVIEW

The Department of Workforce Services (DWS) Housing and Community Development Division (HCD), Homelessness Programs Office (HPO) is soliciting proposals for projects that serve homeless persons according to the U.S. Department of Housing and Urban Development's (HUD) definition of homelessness.

## Funding Priorities

Funding priority is placed on moving people experiencing homelessness from shelters and off the streets into decent, safe, and affordable housing or providing supportive services to promote housing retention and improve or maintain quality of life. The State Homeless Coordinating Committee (SHCC) is committed to prioritizing projects that address goals, best practices and mandates aligned with:

- [Home, Together](#), the Federal Strategic Plan to Prevent and End Homelessness.
- [Working Together to Make Homelessness in All of Utah Rare, Brief & Non-Recurring](#), The State of Utah Strategic Plan on Homelessness
- The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and the Emergency Solutions Grant (ESG), which together focus on a community-wide commitment to ending homelessness.

## Homelessness Funding Grant Sources

- Federal Emergency Solutions Grant (CFDA# 14.231)
- Federal Temporary Assistance for Needy Families (CFDA# 93.558)
- Homeless to Housing (Utah Code 35A-8-505, 604, and 605)
- Housing Opportunities for People with AIDS (CFDA# 14.241)
- Pamela Atkinson Homeless Trust (Utah Code 35A-8-602 and 603)

## Funding Purposes

Homelessness Funding will emphasize diversion, emergency housing and shelter, distinct housing needs and client self-sufficiency, including placement in meaningful employment, occupational training activities, and/or special services to meet the unique needs of the homeless including:

- Families with children
- Transitional-aged youth
- Single men or single women
- Veterans
- Victims of domestic violence
- Individuals with a disability, behavioral health disorders, including mental health or substance use disorders
- Individuals who are medically frail or terminally ill, exiting from prison or jail, or who suffer from other serious challenges to employment and self-sufficiency

## Housing First Commitment

Housing provides a foundation from which a person or family can access the services and supports they need to achieve stability, begin the recovery process, and pursue personal goals.

- Housing First is a proven approach that offers people experiencing homelessness permanent housing as quickly as possible. It also provides people with the supportive services and connections to community-based resources they need to keep their housing and avoid returning to homelessness (<https://www.usich.gov/solutions/housing/>).
- In 1992, Sam Tsemberis founded "Pathways to Housing" coining the term "Housing First" (<https://tinyurl.com/PathwaysToHousing>, <https://www.pathwayshousingfirst.org/publications>).

**The DWS Housing and Community Development, Homelessness Programs Office will:**

- Provide technical support to funded projects and programs, monitor and validate Utah Homeless Management Information System (UHMS) project data, monitor established outcomes and performance measures.
- Require coordination with local homeless systems, Continuum of Care (CoC) priorities, local municipalities, and local homeless coordinating committees (LHCCs) to strengthen system support.
- Provide data quality training and support to ensure homelessness data is used effectively and efficiently to coordinate services and resources.

## **PERFORMANCE MEASURES AND OUTCOMES**

DWS, HCD Homelessness Funding provides statewide support of project services and interventions that focus on making episodes of homelessness **rare, brief, and nonrecurring**. The three key system measurements of progress in alignment with *The State of Utah Strategic Plan on Homelessness* are to:

**Goal 1: Reduce the number of first-time individuals who experience homelessness**

**Goal 2: Reduce days spent in emergency beds or shelters**

**Goal 3: Reduce the number of individuals who return to homelessness, and increase the number of individuals who are placed in, or retain permanent housing**

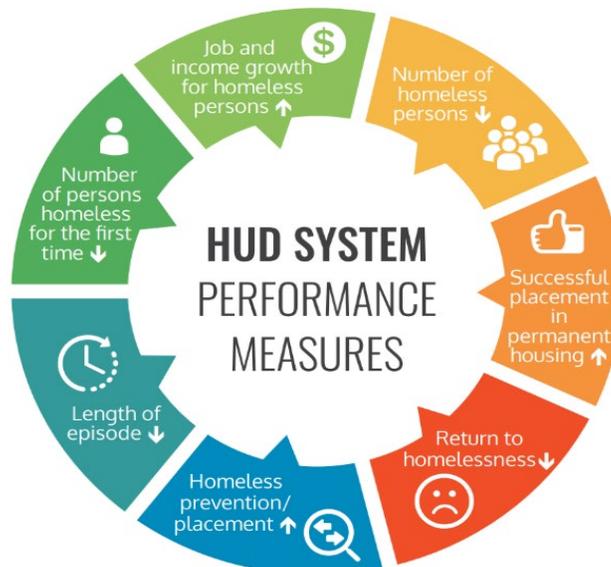
Project proposals must exhibit data quality; report performance measures quarterly and annually; exhibit improvement and progress towards outcomes; demonstrate community coordination; have an evidence based approach to services; clearly delineate funding gaps and plans for sustainability; and show leveraging from other funding sources.

### **System Performance Measures**

To improve system performance for people experiencing homelessness, HUD has developed several system-level performance measures to be reported on by homeless systems nationwide. These measures help communities more accurately measure their impacts, successes, and challenges in order to inform strategic decisions in the development of local homeless systems. DWS, HCD Homelessness Funding aligns contract measures with the HUD System Performance Measures.

<https://www.hudexchange.info/programs/coc/system-performance-measures/>,

<https://www.hudexchange.info/resources/documents/system-performance-measures-in-context.pdf>



# HOMELESSNESS FUNDING PROJECT TYPE DESCRIPTIONS

DWS, HCD Homelessness Funding can be used to provide a wide range of services and supports under ten project types. Funding aligns with the federal HUD policies, procedures, measurements and system outcomes for the project types listed below. Contract performance aligns with the goals indicated in *The State of Utah Strategic Plan on Homelessness* that focus on making episodes of homelessness **rare, brief, and nonrecurring**.

**Diversion** (DIV) activities are designed to fund HCD grant recipients' and sub-recipients' to administer diversion assessments to clients who present at an emergency shelter "front door", another program or system entry point where individuals or families are seeking a place to stay. [State Strategic Plan Goals 1 and 3](#)

**Emergency Shelter** (ES) activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. Emergency Shelter includes Day Shelter programs. [State Strategic Plan Goals 2 and 3](#)

**HMIS Comparable Database** (HMIS-DV) activities are designed to fund HCD grant recipients' and sub-recipients' participation in a HMIS Comparable Database by agencies who are legally prohibited from entering data into the Utah HMIS as a result of VOCA or VAWA Federal Funding.

**Homelessness Prevention** (HP) activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services and short- and medium-term rental assistance. [State Strategic Plan Goals 1, 2 and 3](#)

**Permanent Supportive Housing for Persons with Disabilities** (PSH) Community-based housing without a designated length of stay for individuals with disabilities and families in which one adult or child has a disability or with HIV/AIDS. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. [State Strategic Plan Goals 2 and 3](#)

**Rapid Re-Housing** (RRH) activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and providing short- and medium- term rental assistance. §576.104 [State Strategic Plan Goals 2 and 3](#)

**Single Room Occupancy** (SRO) provides rental assistance in connection with the moderate rehabilitation of residential properties that, when renovations are completed, will contain upgraded single occupancy units for individuals who are homeless. [State Strategic Plan Goals 2 and 3](#)

**Street Outreach** (SO) activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, or critical health services. §576.101 [State Strategic Plan Goals 2 and 3](#)

**Transitional Housing** (TH) Housing where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within a 24 month period. Transitional Housing is prioritized for domestic violence and youth projects. [State Strategic Plan Goals 2 and 3](#)

**Other** (Other) Projects that benefit people experiencing homelessness that **absolutely do not** fall under any of the other project categories listed above, including warming stations and medical respite. Case management should be considered in one of the project types above, not as "other". [State Strategic Plan Goals 1, 2 and 3](#)

## WHO MAY APPLY

- Public or private not-for-profit organizations, faith-based organizations, state departments and agencies, units of local governments and Indian tribal governments
  - Agencies with a religious affiliation are to provide assurances that grant funds will not require client participation in religious practices in order to receive services
- Organizations and Agencies that **have not** been suspended for failure to perform under the terms and conditions of a prior grant administered by DWS
- Primary agencies providing direct client services and required HMIS project data entry. An agency providing services on behalf of another agency (primary agency) as part of a single project will **not be** eligible to apply, but will coordinate applications, and subcontract for direct client services with the primary agency, if applicable, and will be identified in the primary agencies funding request submission

*For example: if an agency is providing Case Management services for another agency's (primary agency's) housing project; the primary agency would apply, and disclose:*

1. The portion of the funding to be sub-contracted to another agency
2. The name of the agency the funds will be sub-contracted to
3. The project activities the sub-contracted agency will provide - e.g. Case Management

## HOMELESSNESS PROGRAM REQUIREMENTS

- Funded Projects must be open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation
- Entities will be required to actively participate in:
  - Local homeless service systems identified by the State Homeless Coordinating Committee. These systems include: Continuum of Care (CoC), Coalitions and Local Homeless Coordinating Committees (LHCC)
  - The Utah Homeless Management Information System (UHMS); or a comparable database if domestic violence service providers
  - Data quality improvement initiatives
- Compliance in policies and procedures overseen by the DWS Housing and Community Development Division, and the local homeless service systems including coordinated entry, diversion, client assessment and housing prioritization
- Matching funds may be required depending on the funding source of the awarded project.
  - Priority may be given to a project or contract that will include significant additional or matching funds from a private organization, nonprofit organization, or local government entity
- Funded projects will be required to adhere to all program requirements as outlined in Attachment A and B in this document. Attachment A and B will be included in awarded contracts.

## CONTRACT REPORTING REQUIREMENTS

### Performance Measures and Outcome Reporting

- Quarterly reporting is required. Ensure the correct agency staff contact information is provided.
  - First Quarter: Due October 15 for the time period of July 1 – September 30
  - Second Quarter: Due January 15 for the time period of October 1 – December 31
  - Third Quarter: Due April 15 for the time period of January 1 – March 31
  - Fourth Quarter: Due July 15 for the time period of April 1 – June 30
- Final Report: The final report will be attached to the fourth quarter report and due July 15

### Program Reporting

- Mid-year and Annual narrative reports – Dates to be determined

## PERIOD OF PERFORMANCE AND MONITORING

- Contract agreements awarded through this competitive process are for a one-year period, from **July 1, 2020 to June 30, 2021** with the option to renew for up to two additional one-year periods (July 1, 2021 - June 30, 2022 and July 1, 2022 - June 30, 2023), should both parties agree and upon annual evaluation of budget spending and project performance. DWS-HCD may elect not to renew a contract agreement based on funding availability and/or Grantee performance. Funded project contracts shall remain in effect unless terminated sooner in accordance with the terms and conditions.
- Agencies must:
  - Meet reporting requirements for the contract as required by HCD
  - Enter data, collect information, compile and submit reports related to individual projects
  - Participate in statewide data collection efforts as requested by HCD
- HCD will monitor contract performance and provide technical assistance

## FUNDING DETAILS

- Grant funding is distributed by reimbursement and only for allowable expenditures approved through the application process or negotiated with HCD; funds are not distributed in a lump sum
- Claims for reimbursement must be submitted through WebGrants; at a minimum of quarterly
- Project Scope of Work requirements are based on applications, SHCC Allocation Committee recommendations, performance measures and the funding source utilized
- Contract terms and conditions are based on the funding source allocated to the contract
- HCD reserves the right to award partial grants

## APPLICATION TIMEFRAME

|                              |   |
|------------------------------|---|
| March 2 and 3, 2020          | <b>Required</b> Pre-Proposal Meeting – See page 2   |
| March 4, 2020                | <b>Required</b> Intent to Apply due by 5:00 p.m.<br><a href="https://forms.gle/9DcCyPMQoWY9Pbqu5">https://forms.gle/9DcCyPMQoWY9Pbqu5</a> |
| March 18, 2020               | Application Due - WebGrants application closes at 5:00 p.m.<br><b><u>ALL</u> required attachments must be uploaded before this time</b>   |
| March 24, 2020               | Allocation Committee training   |
| April 7, 2020                | Project Prioritization from LHCC’s and Allocation Committee Due   |
| April 9-10, 2020             | Allocation Committee review and finalization of recommendations   |
| Week of April 20, 2020       | Allocation Committee recommendations presented to State Homeless Coordinating Committee   |
| July 1, 2020 – June 30, 2021 | First year contract period  |

## PROPOSAL SUBMISSION

- Proposals will only be accepted through the WebGrants system
- **DO NOT** include additional information not requested in the RFP and Application Packet such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring
- Applicant must bear the cost of preparing and submitting proposal
- All requested documents must be attached at the time of submission. **No** opportunity will be offered for correcting application after the application submission deadline
- Ensure all Webgrants components are complete and application is in “Submitted” status
- Late or incomplete proposals will **NOT** be accepted

## EVALUATION AND AWARD

All project applications will be reviewed by the SHCC Allocation Committee members. Final recommendations to the SHCC will be based on the Allocation Committee member’s prioritization of projects by LHCC, the LHCC prioritization of projects, and the HPO review of budget requests and performance. Allocation Committee Representative include:

- State planning coordinator or the coordinator's designee
- State superintendent of public instruction or the superintendent's designee
- Chair of the board of trustees of the Utah Housing Corporation or the chair's designee
- Executive director of the Department of Workforce Services or the executive director's designee
- Executive director of the Department of Corrections or the executive director's designee
- Executive director of the Department of Health or the executive director's designee
- Executive director of the Department of Human Services or the executive director's designee
- Mayor of Salt Lake City or the mayor's designee
- Mayor of Salt Lake County or the mayor's designee
- Mayor of Ogden or the mayor's designee
- Mayor of Midvale or the mayor's designee
- Mayor of St. George or the mayor's designee
- Mayor of South Salt Lake or the mayor's designee
- Salt Lake City Continuum of Care Collaborative Applicant (3)
- Balance of State Collaborative Applicant (2), Balance of State LHCC Representatives (2)
- Mountainland Continuum of Care Collaborative Applicant (1), Mountainland LHCC Representative (1)

The SHCC Allocation Committee will prioritize applications based on scoring the following categories:

- Budget - 10 points
- Part 1: Supplemental Application Agency Overview - 10 points
- Part 2: Supplemental Application HMIS Project - 10 points
- FY20 Project Performance or FY21 Proposed Targets for New Projects - 10 points

|      |   |
|------|---|
| 0    | No response   |
| 1-3  | Marginal response - Lacking detail, not thoroughly described or adequate. |
| 4-6  | Average response - Minimal detail, adequate description.                  |
| 7-10 | Exceptional response – Thorough, accurate and detailed.                   |

- Applications will be prioritized by the LHCCs based on locally determined prioritization processes
- Awards are made to successful applicant(s) whose proposals are determined to best meet the objectives of DWS, HCD, and SHCC; taking into consideration all factors set forth in this RFP
- DWS reserves the right to reject any and all proposals, or withdraw an offer at any time
- During the proposal review period, applicants must be available to answer questions or provide clarification
- Successful proposals will be open to public inspection after grants are awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open, unless applicant requests in writing that trade secrets or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the application. This form can be found at <https://archives.utah.gov/rim/forms/GRAMA-business-confidentiality.pdf>

## IF YOU HAVE QUESTIONS

- Questions regarding clarification or interpretation of any section of this RFP should be directed to [homelessnessgrants@utah.gov](mailto:homelessnessgrants@utah.gov)
- Specific questions about required data or performance measures on the application should be directed to [hmis@utah.gov](mailto:hmis@utah.gov)
- Use of the WebGrants software or user access questions should be directed to [WebGrantshelp@utah.gov](mailto:WebGrantshelp@utah.gov)
- Application Questions and Responses will be within the WebGrants Funding Opportunity, at the bottom of the Opportunity Details page.
- <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

## ADDENDA

- If DWS finds it necessary to modify the RFP for any reason, a written addendum to the original RFP will be posted on the DWS website at <https://jobs.utah.gov/housing/>
  - All addenda will be posted by **5:00 p.m. on Friday, March 6<sup>th</sup>**
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## APPLICATION CHECKLIST

### WebGrants

- General Information
- Funding Purpose
- One year budget (July 1, 2020 – June 30, 2021)
- Upload ALL required attachments – All required attachments checklist can be found in WebGrants

### Supplemental Applications – Upload PDF's with WebGrants Application

- Part 1: Supplemental Application – ONE per agency application
- Part 2: Supplemental Application – ONE for **EACH** HMIS Project application

### Additional Attachments Required for Domestic Violence (DV) Providers

- DV providers only: Outcomes for each of the projects measures for July 1, 2019 – February 29, 2020 from your comparable database or agency records. Template provided by HCD in WebGrants.
- DV comparable database projects only: APR for July 1, 2019 – February 29, 2020 as produced by the agency's comparable database.

### Ensure Data Accuracy

Prior to submission of application, ensure all data for projects is accurate for July 1, 2019- February 29<sup>th</sup>, 2020. The HMIS team will produce the following reports for the allocation committee.

- UHMIS CSV-APR FY2020 PDF
- 2019 System Performance Measures M1 – M7
- For Diversion Projects UHMIS Service Summary Report

# CONTRACT PERFORMANCE MEASURES

Performance measures are largely influenced by the HUD System Performance Measures. Projects will report on General Measures AND the Specific Project Type Measures for that project. General Measures do not apply to Diversion, HOPWA and HMIS Comparable Database. The measures listed for the Project Type will become part of the Scope of Work in the contract.

## General Measures for Projects

- Number of clients served (Q05a: Total Number of Persons Served)
- Number of households served (Q08a: Households Served)
- Number of project leavers (participant project exits) (Q05a: Total Number of Leavers)
- Average length of stay in project for leavers in days (Q22b: Average length in days for leavers)
- Average length of stay in project for stayers in days (Q22b: Average length in days for stayers)
- Number of participants who exited to a permanent destination (Q23c: Permanent Destinations total)
- Number of participants who Exit Homelessness to Permanent Housing Destinations and Return to Homelessness within 24 months (Measure 2a and 2b: Number of Returns in 2 years.) \* This is not required for Domestic Violence Service Providers, Homeless Prevention, or Other.
- Number of participants exiting to Data Not Collected (no exit interview completed) (Q23c: Total Data Not Collected, no exit interview completed)

## Specific Project Type Measures

### **Diversion**

- Number of clients served
- Number of households served
- Number of households diverted
- Number of individuals diverted

### **Emergency Shelter**

- Length of time persons remain homeless (Metric1a: This measure is of the client's entry, exit, and bed night dates strictly as entered in the HMIS system.) This is not required for Domestic Violence Service Providers.
- Average length of stay for leavers in days (Q22b: Average Length in Days for Leavers)
- Median length of stay for leavers in days (Q22b: Median Length in Days for Leavers)
- Average length of stay for stayers in days (Q22b: Average Length in Days for Stayers)
- Median length of stay for stayers in days (Q22b: Median Length in Days for Stayers)

### **HMIS Comparable Database**

- HMIS Comparable Database Vendor Name
- Number of unique client records
- The database meets the most current HUD HMIS Data Standards
- The database has the ability to create the most current HUD required reports, including the APR and ESG CAPER

### **Homeless Prevention**

- Participants exiting to an emergency shelter, including hotel or motel paid for with emergency shelter voucher (Q23c: Total number of exits to Emergency shelter, including hotel or motel paid for with emergency shelter voucher)
- Participants exiting to a place not meant for habitation e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside (Q23c: Total number of exits to place not meant for habitation. e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)

## **Housing Opportunities for People With AIDS (HOPWA)**

- Number of households assisted
- Number of clients assisted
- Number of individuals with HIV/AIDS who qualified the household to receive HOPWA housing subsidy assistance
- Number of clients remaining in program
- Number of households that obtained an income-producing job
- Number of clients served who were veterans
- Number of clients served who were chronically homeless
- Number of households that have housing plan for maintaining or establishing stable on-going housing
- Number of households that have accessed and maintained medical insurance/assistance
- Number of households that have successfully accessed or maintained qualification for sources of income
- Number of clients who exited to a permanent destination
- Number of clients who exited to a temporary destination

## **Permanent Supportive Housing**

- Average length of time between project start date and housing move-in date (Q22c: Average length of time to housing)
- Participants who retained or exited to permanent housing destinations (Metric 7b.2: Column - Current FY; Row - Of the Persons Above, Those Who Remained in Applicable PH Projects and Those Who Exited to Permanent Housing Destinations)
- Number of persons who were exited without move-in date (Q22c: Persons who were exited without move-in)

## **Rapid Rehousing**

- Average length of time between project start date and housing move-in date (Q22c: Average length of time to housing)
- Number of persons who were exited without move-in date (Q22c: Persons who were exited without move-in)

## **Single Room Occupancy**

- Average length of time between project start date and housing move-in date (Q22c: Average length of time to housing)
- Participants who retained or exited to permanent housing destinations (Metric 7b.2: Column - Current FY; Row - Of the Persons Above, Those Who Remained in Applicable PH Projects and Those Who Exited to Permanent Housing Destinations.)
- Number of persons who were exited without move-in date (Q22c: Persons who were exited without move-in)

## **Street Outreach**

- Number of participants enrolled in street outreach project from a place not meant for habitation (Q15: Living Situation - Place Not Meant for Habitation Total)
- Number of participants exiting to temporary destinations (Q23c: Temporary Destinations total)
- Number of participants exiting into institutional settings (Q23c: Institutional Destinations total)

## **Transitional Housing – General Measures only**

**ATTACHMENT A  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

**1. DEFINITIONS:**

a) "Confidential Information" means information that is classified as Private or Protected, or otherwise deemed as confidential under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. The State Entity reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state law.

b) "Contract" means the Contract Signature Pages, attachments, and documents incorporated by reference.

c) "Contract Signature Pages" means the State cover pages that the State Entity and Contractor sign.

d) "Contractor" means the individual or entity identified on the Signature Page, and includes grantees, sub-recipients, loan recipients, and each of their agents, officers, employees, volunteers, contractors, and partners.

e) "Services" means the furnishing of labor, time, and effort by Contractor pursuant to this Contract. Services include, but are not limited to, any deliverables, supplies, equipment, commodities, and professional services required in accordance with this Contract.

f) "Proposal" means Contractor's response to the State Entity's Solicitation.

g) "Solicitation" means the documents and process used by the State Entity to obtain Contractor's Proposal.

h) "State Entity" means the Department, Division, Office, Bureau, Agency, Board or other organization identified on the Contract Signature Pages.

i) "State" means the State of Utah, including its officers, employees, agents, and authorized volunteers.

j) "Subcontractors" means a person or entity under contract with the Contractor or another subcontractor to perform any services, including Contractor's manufacturers, distributors, and suppliers.

**2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** This contract is governed by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**3. LAWS AND REGULATIONS:** The Contractor shall ensure that all supplies, services, equipment, and construction furnished under this contract complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Contractors receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

**4. RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made pursuant to this Contract. The records shall be retained by the Contractor for at least six years after the Contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Entity Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

**5. FINANCIAL REPORTING:** Contractor must annually inform the State Entity in writing whether it is a nonprofit corporation and if so, whether it: (i) met or exceeded the dollar amounts listed in Utah Code 51-2a-201.5 in the previous fiscal year; and (ii) anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5 in the fiscal year the money is disbursed. Each nonprofit corporation and local entity shall comply with applicable provisions of Utah Code Title 51 Chapter 2a.

**6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding, and shall not perform any acts as agent for the State. Persons employed by or through the Contractor shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

**8. CONTRACTOR RESPONSIBILITY:** Contractor shall comply with all Contract terms and is the sole point of contact with the State. Contractor shall incorporate the terms of this Contract into every subcontract relating to this Contract. Contractor is responsible for Subcontractors' compliance with this Contract.

**9. INDEMNITY:** Contractor is fully liable for the acts and omissions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract to the extent caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, volunteers, or Subcontractors, without limitation. Contractor is not required to indemnify the State for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity.

**10. EMPLOYMENT PRACTICES:** The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e); Executive Order No. 11246; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; as each may be amended.

**11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity. The Contractor must notify the State Entity within ten days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Contract period.

**12. TERMINATION:** This contract may immediately be terminated with cause in advance of the expiration date, upon written notice being given by the other party. The party in violation may be given ten working days after notification, unless a longer cure period is authorized in writing, to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause, in advance of the expiration date, upon thirty calendar days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Contractor's sole remedy for any claims relating to termination is payment for Services properly performed up to the date of termination.

**13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:**

**13.1** Upon thirty days written notice, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State determines that a change in legislation or law materially affects the ability of either party to perform under the contract.

**13.2** Upon thirty days written notice, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State Entity's ability to pay under the Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding as a result of a legislative act or order of the President or the Governor.

**13.3** If a notice is delivered under paragraph 13.1 or 13.2 the State will pay the Contractor for services properly performed up to the date specified in the written notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of

notice. Contractor's sole remedy for any claims relating to non-appropriation is payment for Services properly performed up to the date of termination.

**14. WARRANTY:** Contractor warrants, represents and conveys full ownership and clear title to the goods provided under this Contract. Contractor warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Contract shall be new and free from defects; (c) goods and services perform according to all claims that Contractor made in its Response; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Contractor's Response; (f) goods are designed and manufactured in a commercially reasonable manner; and (g) goods create no harm to persons or property. Contractor shall warrant and assume responsibility for all goods that it sells to the State under this contract for a period of one year, unless a longer period is specified elsewhere in this contract. Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and warranty disclaimers are not applicable to this contract. Remedies available to the State include but are not limited to: Contractor will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

**15. PAYMENT:** Payments will be made within sixty days after a correct invoice is received. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within thirty days after the termination or expiration of this Contract, shall release the State from all claims and all liability to the Contractor. Notwithstanding the previous statement, no protest may be filed later than July 15 for any contract terminating or expiring June 30<sup>th</sup>. Payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any claims that the State may have against Contractor. If this Contract is funded in whole or in part by federal funds, then federal regulations supersede Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, the authorized travel costs will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction. Contractor is solely responsible for the payment of all applicable taxes relating to payments received from the State for the Services.

**16. INTELLECTUAL PROPERTY:**

**16.1** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other. Unless agreed upon by the parties in writing, all materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer ownership to the State Entity.

**16.2** Contractor warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other propriety rights. Contractor will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement

**17. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, transfer, subcontract responsibilities under this contract, in whole or in part, without the prior written approval of the State Entity. Contractor shall require each subcontractor, transferee and assignee to agree in writing to comply with the terms of this Contract.

**18. UNUSED FUNDS:** Any funds paid by the State that are not appropriately used as authorized by this Contract must immediately be returned to the State.

**19. INELIGIBLE EXPENSES:** Contractor expenditures determined by the State Entity to be ineligible for reimbursement because they were not authorized by the Contract or are inadequately documented, and for which payment has been made shall be immediately refunded to the State. The State may withhold subsequent payments under this or other Contracts until the recoupment of overpayments is made.

**20. PUBLIC INFORMATION:** This Contract, related pricing documents, and invoices are public documents available for distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor shall comply with GRAMA (UC 63G-2-309) to request a "protected" classification for a record or portion of a record, which may be granted in the sole discretion of the State.

**21. PROCUREMENT ETHICS:** Contractor shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Contract. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**22. REMEDIES:** Either of the following events constitute default: (i) Contractor's non-performance of a contractual obligation; or (ii) Contractor's breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten-day period in which Contractor will have an opportunity to cure. Time allowed for cure will not reduce Contractor's liability for damages. If the default remains after the cure period, the State Entity may: (i) exercise any remedy provided by law or equity; (ii) immediately terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State; and (v) demand a full refund of payments for services that do not conform to this Contract.

**23. FORCE MAJEURE:** Neither party to this contract will be held responsible for unforeseeable, unavoidable delay or default caused by natural disaster, riot, war, or similar events not caused by the party claiming force majeure. The State may terminate this Contract after determining such delay or default will prevent successful performance of the Contract.

**24. CONFLICT OF TERMS:** All Contract terms must be in writing and attached to the Contract. In the event of conflict, the order of precedence is: 1) Attachment A: Housing and Community Development Division; 2) Contract Signature Pages; 3) Attachment B: Program Terms and Conditions; 4) Budget; 5) Scope of Work; 6) Additional attachments and documents specifically incorporated by reference; and 7) Contractor's Proposal. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

**25. AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties in accordance with the Utah Procurement Code. Each amendment shall be attached to this Contract after execution. Automatic renewals are prohibited.

**26. INSURANCE:** Contractor shall maintain:

- i. Commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;
- ii. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State if Contractor may use a vehicle in the performance of Services. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars per occurrence, combined single limit.
- iii. Contractor shall maintain higher insurance limits and any other insurance policies as required in the Solicitation;
- iv. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed; and

v. For licensed professionals, professional liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;

Contractor shall add the State as an additional insured with notice of cancellation. Contractor shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Contract award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Contract and may result in immediate termination.

**27. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

1. Contractor certifies, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State in accordance with applicable immigration laws.
2. Contractor shall require each of its Subcontractors to certify by affidavit, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

**28. SUSPENSION OF WORK:** If the State Entity determines, in its sole discretion, to suspend Contractor's responsibilities but not terminate this Contract, it shall issue a written notice. Contractor's responsibilities will be reinstated upon written notice from the State Entity. Contractor's sole remedy in the event it objects to a suspension is to terminate the contract without cause.

**29. MONITORING:** The State Entity may, at any time, inspect the Services. If Contractor delivers nonconforming Services, the State Entity may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

**30. TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Contract. For all Services, time is of the essence. Contractor is liable for all damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor's failure to timely perform the Services.

**31. EVALUATIONS:** The State Entity may conduct reviews, including but not limited to:

**31.1: PERFORMANCE EVALUATION:** A performance evaluation of Contractor's and Subcontractors' work.

**31.2: REVIEW:** The State Entity may perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

**32. STANDARD OF CARE:** Contractor and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Contractor is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

**33. CONFIDENTIALITY:** Contractor shall ensure that its agents, officers, employees, partners, volunteers and Subcontractors keep all Confidential Information strictly confidential. Contractor shall immediately notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor is responsible for any breach of confidentiality, including any required remedies and

notifications. Upon termination or expiration of this Contract, Contractor will return all Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall survive the termination or expiration of this Contract.

**34. PUBLICITY:** Contractor shall submit in writing to the State Entity for pre-approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to approve the advertising and publicity. The State Entity shall respond in writing.

**35. CONTRACT INFORMATION:** Contractor shall provide name and contract information regarding job vacancies to the State Department of Workforce Services in compliance with UC 35A-2-203. This information shall be provided to the Department of Workforce Services for the duration of this Contract.

**36. WAIVER:** A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

**37. ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

**38. DISPUTE RESOLUTION:** Prior to commencing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or experts to assist in the resolution of a dispute. If the State Entity appoints any experts, the State Entity and Contractor shall cooperate in providing information and documents to the experts.

**39. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the right to enforce this Contract with respect to any default or defect in the Services. The following provisions will survive termination or expiration of the Contract: Definitions; Contract Jurisdiction, Choice of Law and Venue; Laws and Regulations; Records Administration; Remedies, Dispute Resolution, Indemnity; Payment; Intellectual Property; Unused Funds; Ineligible Expenses; Public Information; Conflict of Terms; Confidentiality; and Publicity.

**40. SEVERABILITY:** The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

**41. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

*Revised January 2020*

## ATTACHMENT B

Department of Workforce Services (DWS)  
Housing and Community Development (HCD)  
Homelessness Programs Funding  
Program Terms and Conditions

1. **SERVICES:** The Contractor/Sub-Contractor, Grantee/Sub-Grantee and Subrecipient, collectively referred to herein as “CONTRACTOR”, agree to supply activities and services described under the Scope of Work (SOW) in Attachment D and as required by CONTRACTOR funding source(s) identified in this contract; pursuant to:
  - a. 24 C.F.R. Part 574, Housing Opportunities for Persons with AIDS (HOPWA)
  - b. 24 C.F.R. Part 576, Emergency Solutions Grants Program (ESG)
  - c. 45 C.F.R. Part 260, Temporary Assistance for Needy Families (TANF)
  - d. Utah Code 35A-8-505, 604, and 605, Homeless to Housing (H2H)
  - e. Utah Code 35A-8-602 and 603, Pamela Atkinson Homeless Account (PAHA)
  - f. Utah Code 35A-8-606, Homeless Shelter Cities Mitigation Restricted Account
  - g. Other state funding sources as allocated through legislative initiatives to HCD
  
2. **COMPLIANCE:** CONTRACTOR must perform all tasks as approved by the State Homeless Coordinating Committee (SHCC) and DWS-HCD. Any deviations from the original project or funding approval must be approved in writing by HCD. HCD reserves the right to deny change requests.
  - a. All changes in Scope of Work or budget should be received by May 1st. Any requests after May 1st may not be approved.
  - b. If applicable, CONTRACTOR shall incorporate the terms of this Contract into every subcontract agreement related to this Contract. CONTRACTOR is responsible for Subcontractors’ compliance with the Terms and Conditions of this contract and will provide DWS-HCD a copy of any agreements with Subcontractors. Subcontracting must be approved through the application process or with written agreement between DWS-HCD and the CONTRACTOR.
  
3. **CLIENT ELIGIBILITY:** If applicable, CONTRACTOR will maintain records of client eligibility in compliance with contract funding source and dependent on requirements for client eligibility for funded project. Agencies with a religious affiliation are to provide assurances that grant funds will not require client participation in religious practices in order to receive services.
  - a. Homelessness Solutions Grant (HSG) – ESG (Federal) and ESG Match (General Fund) - Serve persons who are literally homeless and whose income meets the HUD guidelines for percentage of poverty and Area Median Income (AMI)/Median Family Income (MFI) limits  
<https://www.huduser.gov/portal/datasets/il.html>.
  - b. HOPWA - Serve persons whose income is at or below 80 percent of area median income; and that are medically diagnosed with HIV/AIDS. Their families are eligible to receive HOPWA-funded assistance.
  - c. State Homelessness Funding (SHF) - Homeless to Housing (H2H) Reform Restricted Act/PAHA - Funding Activities targeting the distinct housing needs of one or more at-risk or homeless subpopulations identified in 2018 HB462, codified as UCA 35A-8-604(3)(d)(i-ix) and UCA 35A-8-602.
  - d. TANF - Eligibility is determined per Department of Workforce Services (DWS) policies located in the DWS Workforce Development Division Policy Manual found at <https://jobs.utah.gov/services/tevs/tanfcontract.html>, and in alignment with the TANF purpose referenced in Attachment D. These policies include:
    - i. 120-14 TANF Needy Family (NF)
    - ii. 720-5C Income, Family Composition and Citizenship
    - iii. 720-5 Income and Family Composition - Eligibility Verification
    - iv. Table 9 Documentation to Establish Eligibility
    - v. Table 13 Income Guidelines
    - vi. TANF NF – Using the TEVS for Contracted Service Instructions for Form 300
  
4. **POLICIES AND PROCEDURES:** CONTRACTOR must comply with policies and procedures attached to, made available via website or other means, and referenced to in this contract document, including:
  - a. State and/or federal policies and procedures related to the funding source(s) of this contract;
  - b. HCD funding policies and procedures related to the funding source(s) of this contract, and found at <https://jobs.utah.gov/housing/homelessness/grantee.html>
  - c. Policies and procedures for facilities owned by another agency or entity (if applicable), and made available by the applicable agency or entity;
  - d. Continuum of Care policies and procedures.

## 5. ANNUAL CONTRACT ORIENTATION MEETING

- a. The CONTRACTOR administrator, fiscal management staff and project coordinator must attend an in-person contract orientation meeting;
- b. The CONTRACTOR staff member(s) who oversee data reporting or data entry must attend an in-person data meeting; dates to be announced.

## 6. ONGOING TRAINING

- a. All staff using the Utah Homeless Management Information System (UHMIS) must attend end-user training provided by HCD UHMIS staff.
  - i. New staff that require access to UHMIS must receive UHMIS end user training before gaining access to UHMIS;
  - ii. Incumbent staff must attend a virtual UHMIS recertification annually.
  - iii. HCD UHMIS staff may also require additional training for any UHMIS user and HCD discretion.
- b. Full and part-time case managers and other staff who are in a case management role, regardless of title must have, or be working towards Case Manager Certification administered by the Utah Department of Human Services (DHS) unless determined exempt by DHS. Full-time staff must be certified within four months of hire date, part-time staff must be certified within six months of hire date. Existing staff must be certified within six months of contract start date. (<https://dsamh.utah.gov/education/certification/case-management>). All staff in a role as defined by the National Association of Case Managers must participate:

*Case management is a process that assists the person to achieve the greatest possible degree of self-management of disability and/or life challenges. The individual/family and the practitioner plan, coordinate, monitor, adjust, and advocate for services and supports directed toward the achievement of individualized, personal goals for community living.*
- c. Project coordinators and appropriate frontline staff must attend ongoing trainings provided by HCD, related to the contract and funded project(s), as announced.

## 7. PROJECT PARTICIPATION: The CONTRACTOR must participate in:

- a. Activities in alignment with, and in support of the SHCC Statewide Strategic Plan.
- b. Applicable Continuum of Care (CoC) and Local Homeless Coordinating Committee (LHCC) activities, policies and procedures regarding:
  - i. Coordinated entry
  - ii. Diversion when appropriate
  - iii. Utilization of the VI-SPDAT and full SPDAT
  - iv. Housing First programming and initiatives
- c. **Utah Homeless Management Information System (UHMIS), if applicable**

CONTRACTOR agrees to enter all required data elements on clients served and activities assisted into the UHMIS within 5 working days of service or as otherwise negotiated with DWS-HCD. CONTRACTOR will comply with all UHMIS Standard Operating Policies and Procedures. If the CONTRACTOR is a Victim Service provider, it must use an HMIS comparable database that collects customer-level data over time (longitudinal data) and generates unduplicated aggregate reports that meet HUD guidelines.
- d. **Point In Time (PIT) count, if applicable**

CONTRACTOR agrees to participate in the Annual Point-in-Time (PIT) Homeless Count. Failure to submit information required for the PIT Count may result in termination of this Contract. Payments for the agency may be withheld for failure to submit information required for the PIT Count by date set for submission by HCD.
- e. **Housing Inventory Count (HIC), if applicable**

CONTRACTOR agrees to participate in the Annual Housing Inventory Count (HIC). Failure to submit information required for the HIC may result in termination of this Contract. Payments for the agency may be withheld for failure to submit information required for the HIC Count by date set for submission by HCD.
- f. **Data Initiatives**

CONTRACTOR must participate in all data initiatives as requested by DWS-HCD including all federally mandated reports. Failure to comply in a timely manner may result in withholding of payments and may result in termination of this Contract.

## 8. TECHNICAL ASSISTANCE AND MONITORING: CONTRACTOR must participate in reasonable technical assistance, direct consultation and project monitoring activities provided by HCD staff or its designees. Result of any monitoring shall be made available to CONTRACTOR upon request. Failure to respond to email and other

correspondence from HCD and its designees within 10 business days, without reasonable cause, will be referred for contract review. A contract review may result in probation or termination of the contract.

9. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients for services provided under this Grant, except as authorized in writing by DWS.
10. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to DWS-HCD for funding in all written and verbal promotion, marketing or discussion of this program, including brochures, flyers, informational materials, paid advertisements, social media, etc. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for DWS.
11. **INVOICING:** CONTRACTOR must submit reimbursements to HCD quarterly, at a minimum. Payments to CONTRACTOR will be made by HCD upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by HCD.
12. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting, programming, and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of HCD, CONTRACTOR record keeping practices and/or reporting to HCD are not conducted in a timely and satisfactory manner, HCD may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of payment(s) being withheld, HCD agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment(s).
13. **CHANGES IN BUDGET:** The budget in Webgrants shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program/Project Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
14. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. As a pass-through and governmental entity, the state is required to report on an accrual basis, therefore, CONTRACTOR is required to provide accrual basis reports of expenditures. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.
15. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**
  - a. Federal cost principles determine allowable costs in DWS grants. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
  - b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

**Table 1: Cost Principles**

| <b>CONTRACTOR</b>                     | <b>Federal Cost Principles</b> |
|---------------------------------------|--------------------------------|
| State/Local/Indian Tribal Governments | 2 CFR 200 Subpart E            |
| College or University                 |                                |
| Non-Profit Organization               |                                |
| For-Profit Entity                     | 48 CFR Part 31.2               |

c. Compensation for Personal Services - Additional Cost Principles:

In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
- ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
- iii. If total work time exceeds 40 hours in a week and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
- iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

**16. ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement/Webgrants. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

**17. MATCHING FUNDS:** If required by the funding source of this contract and/or DWS-HCD Request for Proposal (where match requirements are not being met by DWS-HCD), the CONTRACTOR agrees to commit an equal amount of funds, from sources not awarded by DWS-HCD, as matching funds and will provide documentation of said funds upon request by DWS. In-kind contributions to be utilized as matching funds shall be subject to prior approval by DWS. Documentation of match shall be copies of checks, letters from donors describing the contribution(s), and other documentation that establishes the match to the sole satisfaction of DWS. For those Grants requiring a non-federal match, the match shall be:

- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
- b. Allowable under applicable cost principles.
- c. Not paid by the Federal Government under another award except where authorized by Federal statute.
- d. In accordance with the appropriate Federal grant being matched.

**18. PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or CONTRACTOR responsibilities with respect to this Agreement is prohibited except as required or allowed by law. CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable.

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement. All original records maintained by the CONTRACTOR are the sole property of the CONTRACTOR.

19. **GRIEVANCE PROCEDURE:** The CONTRACTOR agrees to establish a system by which recipients of services provided under this Grant may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the CONTRACTOR will notify DWS of the grievance and its disposition of the matter. If no resolution is reached with the CONTRACTOR, the grievance will be forwarded to DWS for processing through DWS's Administrative Process.
20. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, CONTRACTOR acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement. Failure to secure or maintain a license (if applicable) is grounds for termination of this Agreement. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them. If operating an emergency shelter, it is expected that the CONTRACTOR will serve up to the client capacity as directed by the applicable Conditional Use Permit(s).
21. **CODE OF CONDUCT:** CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq. If the CONTRACTOR is required to comply with another state departments policies regarding Code of Conduct, DWS will review the Code of Conduct used for employees by the CONTRACTOR to determine if it meets DWS requirements. CONTRACTOR is responsible to request the DWS Code of Conduct forms from HCD if required to be in compliance with DWS Administrative Code.
22. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS and with mutual written agreement of both parties.
23. **BACKGROUND CHECKS:** Staff and Volunteers must have Background Checks, applicable to all local, State and Federal Laws. Programs which utilize students and volunteers, shall provide screening, training, and evaluation of volunteers. Volunteers providing care in all Emergency Homeless and Domestic Violence Shelters, without a background checked staff present, shall be directly supervised by designated staff at all times and shall have cleared Background Checks prior to unsupervised client access. Volunteers shall be informed verbally and in writing of program objectives and scope of service.
  - a. Obtain background checks according to the CONTRACTOR's qualifications per Utah statute.
    - i. The CONTRACTOR must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the CONTRACTOR meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority).
    - ii. If the CONTRACTOR does not meet the statutory requirements referenced in section 23.a.i. then the CONTRACTOR shall require employees and volunteers to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.
      1. Utah Bureau of Criminal Identification (BCI) information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
      2. Federal Bureau of Investigation Information (FBI) information can be found at [www.fbi.gov](http://www.fbi.gov) under the services section.
  - b. If the CONTRACTOR is not required by law or by another governmental entity to obtain Background Checks, CONTRACTOR must obtain an **annual** background check for one or both of i. and ii., below:
    - i. All employees and volunteers who have access to DWS customer confidential information must obtain a **BCI** check.
    - ii. All employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults must obtain a **fingerprint-based national criminal history record check from the FBI**.
    - iii. For CONTRACTORS using Next Generation FBI fingerprint check or rap-back, a background check is only required once for employees/volunteers, for as long as the CONTRACTOR is receiving notification.

- iv. CONTRACTOR must immediately notify DWS if an employee/volunteer's record shows criminal history.
- v. DWS prohibits an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
  - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.
- vi. It is the CONTRACTOR's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows a conviction for any of the following offenses:
  - 1. Any matters involving a sexual offense.
  - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
  - 3. Any matters involving a "crime against the person" under Utah Code 76- 5-101 et seq.
  - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- vii. For each individual subject to this policy, the CONTRACTOR shall keep the annual and verifiable background check on file. Verification that a Background Check has been performed must be made available to DWS upon request.
- c. This policy does not apply to CONTRACTOR(S) who are required by law or by another governmental entity to obtain background checks (e.g. Department of Human Services, Office of Licensing, State Universities, etc.) for employees and volunteers. In such cases, the CONTRACTOR shall provide DWS with the following:
  - i. The background check policy, which must include:
    - 1. type of required background check,
    - 2. who is required to be checked,
    - 3. frequency, and
    - 4. criteria used to determine pass or fail of the Background Check.
  - ii. Proof of compliance with such law(s), regulation(s) or requirements.
- d. CONTRACTOR shall be responsible for all fees associated with the Background Check unless otherwise assigned to the employee or volunteer by the CONTRACTOR, or otherwise provided for by DWS herein.
- e. DWS may terminate this Agreement in the event the CONTRACTOR fails to complete and maintain records of background checks for staff members and/or volunteers in a manner consistent with this policy.

## 22. DEFINITIONS FOR BACKGROUND CHECKS

- a. "Confidential information" includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
- b. "Direct service" means providing services to a minor and/or vulnerable adult when the services are rendered in the physical presence of the minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
- c. "Direct access" means that an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
- d. "DWS Customer" is a person served with funding provided by DWS.
- e. "Minor" means any person under the age of 18.
- f. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
  - i. provide personal protection;
  - ii. provide necessities such as food, shelter, clothing, or medical or other health care;
  - iii. obtain services necessary for health, safety, or welfare;
  - iv. carry out the activities of daily living;
  - v. manage the adult's own resources; or
  - vi. comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code 76-5-111(1)(s).