

State of Utah



UTAH DEPARTMENT OF
**WORKFORCE
SERVICES**
HOUSING & COMMUNITY
DEVELOPMENT

Request for Proposal (RFP)

Fiscal Year 2019

Unified Homelessness Funding

PRE-PROPOSAL MEETINGS: **March 15 or 16, 2018**

APPLICATIONS DUE: **Wednesday, April 11, 2018 at 5:00 p.m.**

CONTRACT PERIOD: July 1, 2018 – June 30, 2019

AMENDMENT DATE:

March 21, 2018

March 23, 2018

PAGES:

4, 17-18, 20-21, 35

**15, *Performance and Outcome
Measurement Worksheet***

<https://jobs.utah.gov/housing/>

UNIFIED HOMELESSNESS FUNDING

Department of Workforce Services – Housing and Community Development Division

TABLE OF CONTENTS

Purpose and Funding.....	3
Projects and Activities	4
Pre-Proposal Meetings	5
Overview.....	6-7
Application Instructions	8-15
Scoring Guidance.....	16-23

ATTACHMENTS

Attachment A – General Provisions for Housing and Community Development.....	24-32
Attachment B – Overview Program Terms and Conditions	33
Attachment C – Budget Direct and Indirect Costs	34
Attachment D – Scope of Work –Performance and Outcome Measures Worksheet	35-36
Attachment E – Authorized Web Grants System Users	37
Attachment F – Compliance and Assurances Checklist.....	38
Attachments G and H – DWS Equal Opportunity Posters.....	39-40

FY 2019 UNIFIED HOMELESSNESS FUNDING

The Housing and Community Development Division, Homelessness Programs Office is soliciting proposals for programs that serve homeless persons according to the U.S. Department of Housing and Urban Development's definition of homelessness. The Unified Homelessness Funding (UHF) opportunity combines funding sources to align purposes, programs and outcomes for state and federal funding addressing homelessness.

Project proposals must exhibit community coordination; have an evidence based approach to services; clearly delineate plans for sustainability after initial funding period; have leveraging from other funding sources; have public and private sector participation; are cost effective, and operate on a reimbursement basis only.

Overall Goal: Statewide support of projects providing services and interventions that focus on making episodes of homelessness rare, brief, and nonrecurring.

The Housing and Community Development (HCD), Homelessness Programs Office (HPO) will:

- Support high-performing projects based on established performance measures and other supporting data sources in order to strengthen Utah's homeless service system;
- Require coordination with Continuum of Care (CoC) priorities, local municipalities, and local homeless coordinating committees to strengthen system support; and
- Provide data quality training and support to ensure homelessness data is used effectively and efficiently to coordinate services and resources.

Unified Homelessness Funding Sources:

- Critical Needs Housing (legislative appropriation)
- Federal Emergency Solutions Grant (CFDA# 14.231)
- Pamela Atkinson Homeless Trust Fund (Utah Code 35A-8-602)
- Homeless to Housing Reform Fund (H2H) – Including State Funding and Federal Temporary Assistance for Needy Families (CFDA# 93.558)

Funding Purposes:

Unified 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
- individuals exiting prison or jail, or
- individuals who suffer from other serious challenges to employment and self-sufficiency

Projects and Activities

- Diversion for Individuals and Families
 - Assessments
 - Connect individuals and families to services and resources
- Rapid Rehousing
 - Case management
 - Short-term and medium-term rental assistance
- Emergency Shelter
 - Case management
 - Operations
- Street Outreach
 - Engaging with and connecting unsheltered homeless individuals and families to services
 - Provide urgent, non-facility-based care
 - Provide transportation
- Permanent Supportive Housing Case Management
- Funding support for an HMIS comparable database for domestic violence service providers
- Other projects and activities that create **or support** housing for homeless individuals and families
- **Other projects and activities that support the UHF “Funding Purposes”. The subpopulation must be identified and the project and activities must be clearly justified in the narrative. “Funding Purposes” are defined on page 3.**

Timeline

March 15 or 16, 2018	Two Pre-Proposal Meetings offered
April 11, 2018	Proposals Due

Proposal Review Process

April 16-17, 2018	Allocation Committee training and presentations for new projects
April 26-27, 2018	Allocation Committee proposal review and recommendations
First week in May	Notify applicants of recommendations
May 9, 2018	Allocation Committee recommendations presented to State Homeless Coordinating Committee
July 1, 2018 – June 30, 2019	Contract Period

Unified Homelessness Funding

Pre-Proposal Meetings

Thursday, March 15, 2018

1:00 p.m. - 4:30 p.m.

OR

Friday, March 16, 2018

9:00 a.m. - 12:30 p.m.

PRE-PROPOSAL MEETING INFORMATION:

- There are two similar pre-proposal workshops offered to accommodate varying schedules.
- Attendance is not required to apply for the grant, but is an opportunity to review the RFP and ask questions. Many applicants find it helpful in preparing their grant applications.
- We strongly recommend in-person attendance.
- There are three options for attending a meeting: in-person, online or by phone.
- Questions and responses will be posted online at <https://jobs.utah.gov/housing/>

IN-PERSON	ONLINE	PHONE
<p>Department of Workforce Services</p> <p>Administrative South Building</p> <p style="text-align: center;">1385 South State Street, Rooms 157 A and B Salt Lake City, Utah 84115</p>	<p>Instructions for online participation will be provided the day before the meeting to participants who indicate they will participate online.</p> <p style="text-align: center;"><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></p>	<p>1-877-820-7831 Passcode 737224</p>
<p>*Bring your own copy of the RFP to reference</p>		

QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS OR GRANT APPLICATION PROCESS SHOULD BE DIRECTED TO:

HomelessnessGrants@utah.gov

OVERVIEW

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.
 - Programs with a religious affiliation are required to provide assurances that grant funds will not be used for religious instruction.
- Entities or programs that **have not** been suspended for failure to perform under the terms and conditions of a prior grant administered by DWS.

PROGRAM REQUIREMENTS

- Programs must be open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation.
- Entities will be required to participate in:
 - Coordinated entry, exit, diversion and assessment;
 - Continuum of Care (CoC) and Local Homeless Coordinating Committee (LHCC) activities; and
 - The Homeless Management Information System (HMIS) or a comparable database if domestic violence service provider.
- Scope of work program requirements are based the funding source utilized for projects and services.
- Program terms and conditions are based on the funding source allocated to the contract.
- In-kind leveraging or cash match will be required dependent on funding source.

PERIOD OF PERFORMANCE AND MONITORING

- Contracts are for a one-year period, from **July 1, 2018 to June 30, 2019**.
- Organizations must:
 - Meet reporting requirements for the contract as required by HCD;
 - Enter data, collect information, compile and submit reports related to individual projects; and
 - Participate in statewide data collection efforts as requested by HCD.
- HCD will monitor contract performance and provide technical assistance.
- HCD may terminate the contract at any time based on lack of funding or violation of terms.

REPORTING

- Quarterly reporting is required for Unified Homelessness Funding as follows:
 - 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

FUNDING DETAILS

- Grant funding is based on a reimbursement submission and not distributed in a lump sum.
- Invoices for reimbursement must be submitted through webgrants a minimum of four times during the fiscal year.
- Funding may only be spent on expenses related to the project, activities and services applied for.
- HCD reserves the right to award partial grants.

EVALUATION AND AWARD

- Proposals are evaluated and scored using the criteria and measurements listed on pages 16-23.
- Awards are made to the successful applicant(s) with proposals determined to best meet the objectives of DWS, HCD; 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 <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>.

PROPOSAL SUBMISSION

- Proposals will only be accepted through the Webgrants system.
- Applicants submit one proposal that may contain multiple project budgets.
- **DO NOT** include additional information not specified 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.
- Late or incomplete proposals will **NOT** be accepted.

IF YOU HAVE QUESTIONS

- Questions regarding clarification or interpretation of any section of this RFP can be directed to homelessnessgrants@utah.gov.
- Specific questions about required data or performance measures on the application should be directed to hmis@utah.gov.
- Responses to all questions will be posted on the DWS website at <https://jobs.utah.gov/housing/> for all prospective applicants to view.

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 Monday, March 26th**.

APPLICATION INSTRUCTIONS

The Unified Homelessness Funding application has four components:

- 1) General Information
- 2) Continuum of Care
- 3) Budget Worksheet
- 4) Attachment Checklist

You must complete all Components and click “Submit” to officially submit your application. Applications are due no later than 5:00 PM Wednesday, April 11, 2018.

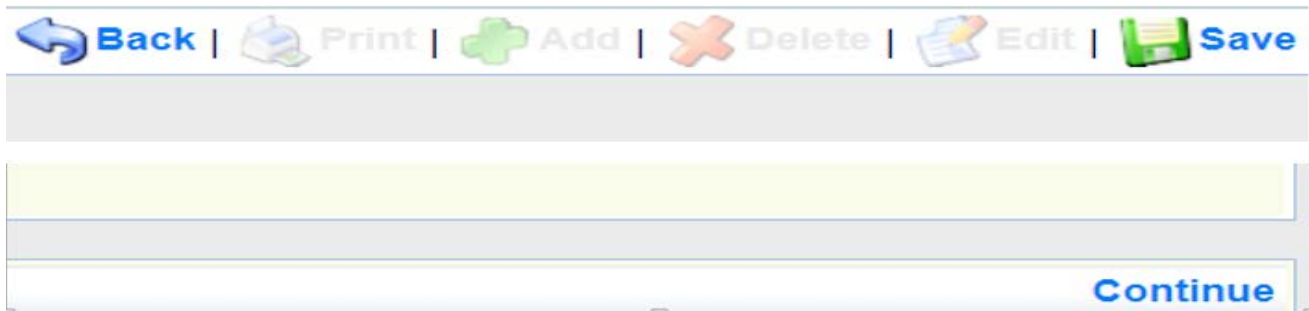
You don't have to complete your application all at one time. You can save your work and exit the Webgrants system at any time; logging in and working as needed; to ensure all **Components** are complete before the application closes.

STARTING AN APPLICATION

- 1) Login to Webgrants, or Register at: <https://webgrants.community.utah.gov>
- 2) Select “**Apply for Grants**”
- 3) Select “**FY19 Unified Homelessness Funding**”
- 4) Read the **Opportunity Details**
- 5) Scroll down to the **Attachments** section. Open and review the information in the following documents:
 - Supplemental Instructions** (this document)
HPO recommends that you print the instructions for reference as you navigate the application. For your reference only.
 - Budget Worksheet Tool**
This is for your use only, provided as a tool that functions the same as the **Budget Worksheet** page in Webgrants, and allows you to identify the fields you will need to complete the budget portion, and how the system auto-populates additional fields the Allocation Committee will review after submission. Open and save to your computer and use as needed. Does not need to be attached to Webgrants.
 - Funding Priorities**
This information will help you to become familiar with the Projects, Services, and Activities which may be funded through this application. For your reference only.
 - Performance and Outcome Measures Worksheet**
This worksheet will be required to be completed for each project you are applying for continuing funding support; and required to be attached to your Webgrants application.
 - Compliance and Assurances Checklist**
Each organization shall provide, consistent with state law, written assurance of the following requirements with UHF grant application.
- 6) Under **Additional Documentation**, there are links to websites that provides more information on programs and funding priorities.
- 7) Select “**Apply**” in the upper right hand corner of the **Opportunity Details**

GENERAL INFORMATION COMPONENT

- 1) After clicking “[Apply](#)”, you will be taken to the **General Information** page.
Note: your application is assigned an ID number and Title by default.
- 2) Application Type – Select “[Initial](#)”.
- 3) Counties – **Check all that apply, or if your entity provides services in all counties, check “[State-wide](#)”.**
- 4) Project Manager – from the drop-down menu, select the registered user associated with your organization who will be responsible for the project at your organization.
- 5) DUNS Number/SAM Registration must be entered and current.
- 6) Select **Yes** for question #1 if your agency has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA).
 - If your organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA), or an executed Election of de Minimis Rate and Certifications, attach or update documentation on the Webgrants **Component** screen after this section is complete.
- 7) For Non-Profit Organizations only: Provide amounts asked for in questions 2 and 3.
- 8) Then click the “[Save](#)” button in the upper right hand corner of the Web Grants toolbar. This will save the **General Information** about your organization.



- 9) Next, click the “[Continue](#)” button. This will take you to the **Components** page.

Components			Preview	Withdraw	Submit
Name	Attachments	Complete?	Last Edited		
General Information	Attachments (0)	✓	03/07/2018		
Continuum of Care	Attachments (0)	✓	03/07/2018		
Budget Worksheet	Attachments (0)	✓	03/07/2018		
Attachment Checklist	Attachments (1)	✓	03/07/2018		

COMPONENTS

The **Components** page provides an overview of the application status; facilitates **Attachments** to be provided; allows the application’s administrative operations of **Preview**, **Withdraw**, or **Submit**.

As each **Component** is complete, a checkmark appears to indicate the Webgrants minimum requirements are met. IT IS STRONGLY ADVISABLE to **Preview** your application before clicking **Submit to ensure** all requested **Attachments** are loaded, and your responses are accurate.

***NOTE** - The narrative you provide in the application will be scored based on the guidance given to the Allocation Committee, starting on page 16 of the RFP.

CONTINUUM OF CARE COMPONENT

From the **Components** screen, click on “**Continuum of Care**”

- 1) Does your organization participate in your Continuum of Care's coordinated assessment system?
 - Click “**Yes**” or “**No**”
 - Please describe the extent to which your organization participates in coordinated assessment and how you intend to meet the requirements set forth in 24 CFR 576.400.

Note: <https://www.law.cornell.edu/cfr/text/24/576.400> refers to ESG requirement to coordinate with Continuum of Care and community efforts, and align with CoC priorities.

- 2) Does your organization use a method to prioritize individuals for services?
 - Click “**Yes**” or “**No**”
 - Please specify how your organization prioritizes services for all sub-populations. If services are not prioritized, please explain your organization's method for determining how funds and services are allocated.

Note: This should indicate how you prioritize services for all subpopulations your project provides services for. Focus especially on the populations you intend to serve with this grant.

- 3) Does your organization specifically utilize the VI-SPDAT Pre-Screen AND SPDAT assessment tools?
Click “**Yes**” or “**No**”
 - If yes, please explain the extent to which this tool is utilized in all of your programs.
 - If no, please explain what other assessment tool(s) you are using.

- 4) Please check all of the funding priorities that this program will fulfill if funded.

Note: hold Ctrl to select multiple appropriate options.

- Divert homeless or imminently homeless individuals and families from emergency shelters by providing a better housing-based solution
 - Meet the basic needs of homeless individuals and families in crisis
 - Provide homeless individuals and families with needed stabilization services
 - Decrease the state’s homeless rate
 - Implement a CES Coordinated entry system with consistent assessment tools to provide appropriate and timely access to services for homeless individuals and families
 - Provide access to caseworkers or other individualized support for homeless individuals and families
 - Encourage employment and increased financial stability for individuals and families being diverted from or existing homelessness
 - Create additional affordable housing for state residents
 - Provide services and support to prevent homelessness among at-risk individuals and adults
 - Provide services and support to prevent homelessness among at-risk children, adolescents, and young adults
 - Prevent the reoccurrence of homelessness among individuals and families exiting homelessness
- 5) Participation in HMIS is a requirement for funding unless you are specifically prohibited by other funding sources. Unless exempted, are you willing to enter clients and services into HMIS?
 - Click “**Yes**” or “**No**” – If you are a domestic violence service provider, please click “**No**”
 - 6) Does your organization participate in LHCC meetings AND the Point-in-Time Count?

- Click “Yes” or “No”

Once you have answered all questions, click on “Save”, then click “Continue” to return to the **Components** page.

BUDGET WORKSHEET COMPONENT

The **Budget Worksheet Component** has two sections: 1) Budget; and 2) Scope of Work.

The **General Information**, **Continuum of Care**, and **Attachment Checklist** components need only be completed once per application. For the **Budget Worksheet Component**, you will need to “Add” a **Budget Worksheet** for each project for which you are requesting funding. You can create multiple Budget Worksheets within a single application by clicking on “Add” again.

Note: When you start a **Budget Worksheet**, that worksheet and the associated **Scope of Work** section needs to be completed and saved. If you exit the **Budget Worksheet** prior to completion, all data entered in that **Budget Worksheet** and **Scope of Work** will be lost.

- 1) From the **Components** page, click on “**Budget Worksheet**”
- 2) Click the “Add” button along the top of Web Grants tool bar
- 3) From the drop-down menu, select a **Program Category** under which you want to request funding.

The following selections appear in the drop-down menu:

- Street Outreach
- Emergency Shelter
- Homelessness Prevention
- Rapid Re-housing Assistance
- Permanent Housing Services
- HMIS
- Daycare*
- Mass Feeding*
- Emergency Home Repairs – Disabled Access*
- Emergency Home Repairs – General*
- Rehabilitation/Renovation*
- Accessibility Design*
- Transitional Housing*
- Other

*** Indicates Program Category not prioritized by the State Homeless Coordinating Committee for FY 2019**

Note: You need to complete a separate **Budget Worksheet Component** for each project.

- If you operate more than one project, or have more than one location where services are provided, separate applications should be submitted for each project. For example, if you have an emergency shelter for men, a separate facility for women, and another facility for families, select Emergency Shelter from the **Program Category** drop-down menu and complete a **Budget Worksheet Component** separately for each program/project/location
- You may apply for multiple activities/services under the same **Program Category**. For example, under the **Program Category** Rapid Re-housing, complete 1 **Budget Worksheet** for financial assistance (rent, deposits & utilities) and 1 **Budget Worksheet** for case management.

BUDGET WORKSHEET

For all line items, enter in the columns:

- Actual information from PRIOR state fiscal year (July 1 through June 30)
- The projections for the CURRENT state fiscal year nearing completion (expected to be as of June 30)
- The ESTIMATE for new funds for the upcoming state fiscal year the grant application is for

1) **Total Annual Service Units Provided:** Enter the number of Service Units provided under each column. Service Units are clearly defined in the **Budget Worksheet Tool** (e.g. 1,500 case management hours in permanent housing).

2) **Total Unduplicated Individuals Served:** Enter the total number of Unduplicated Individuals served under this Program Category (e.g. 20 individuals).

3) **Total Agency Budget:** Enter your total annual agency-wide budget, including all programs. Enter whole dollars only (e.g. \$1,980,000).

Note: If submitting multiple **Budget Worksheets**, the amount entered for Total Agency Budget should be the SAME on all worksheets.

4) **Total Program Category Budget:** Enter the total budget for **the service or activity** for which you are requesting funds. For example, if your agency provides case management services under the **Program Category** “Permanent Supportive Housing (PSH)”, when completing the **Budget Worksheet** for “PSH-Case Management”, include the total case management budget for the PSH category only.

Note: If applying for more than one service or activity under a Program Budget Category, the amount entered on the *Total Program Category Budget* will most likely be DIFFERENT for each worksheet.

5) **Value of In-kind Contributions:** Enter the dollar value of any in-kind donations or services included in the amount you entered for Total Program Category Budget. This is calculated by totaling general volunteer hours multiplied by the minimum wage, professional services at the prevalent rate, and the market value of tangible property donations. Please enter whole dollars only (e.g. 60 volunteers, 10 hours each, at \$7.25/hour = \$4,350).

Note: Amounts received from *Funding Partners* for the in-kind leveraging or cash match should MATCH amounts entered in **Scope of Work** question #9. Please enter whole dollars only.

6) **Award Request:** Enter the amount of award from this Unified Funding grant has or will provide. Please enter whole dollars only (e.g. request for \$45,000 for case management).

7) **Administration Costs:** Enter the amount of administration costs (if any) included in the Award Request. Please enter whole dollars only (For example, an agency using 5% for administration costs out of a \$45,000 award would enter \$2,250 for this item).

We strongly recommend you click on “Save” after entering the data for each **Budget Worksheet** and related **Scope of Work** section to check for errors. A pop-up message will appear if any of the formulas has a problem that needs to be corrected.

WARNING! Web Grants will prevent you from saving your Budget Worksheet and submitting your application if one or more of the following mathematical formulas are violated:

- Award Request + Value of In-kind Contributions must be less than or equal to Total Program Category Budget
- Value of In-kind Contributions + Total Program Category Budget should never exceed Total Agency Budget
- Award Request + Value of In-kind Contributions + Total Funding Partners (Scope of Work question #9) must be less than or equal to Total Program Category Budget

After you have entered all the required data, click “**Save**”. Other data fields will then appear at the bottom of the budget worksheet (i.e. leveraging ratios, per unit service expenditures, etc.) with values that are automatically calculated from what you entered in Steps 1 through 7.

SCOPE OF WORK

- 1) Enter Project Type, identified from Supplemental Instructions:
Projects and Activities – Enter Project and associated Activities in Question 1 field that align most with your Project’s scope.

Project: Diversion for Individuals and Families

Activity: Assessments

Activity: Connect individuals and families to services and resources

Project: Rapid Rehousing

Activity: Case management

Activity: Short-term and medium-term rental assistance

Project: Emergency Shelter

Activity: Case management

Activity: Operations

Project: Street Outreach

Activity: Engaging with and connecting unsheltered homeless individuals and families to services

Activity: Provide urgent, non-facility-based care

Activity: Provide transportation

Project: Permanent Supportive Housing Case Management

Project: Funding support for an HMIS comparable database for domestic violence service providers

Project: Other projects and activities that create housing for homeless individuals and families

- 2) If you are applying for a project that is already in HMIS, please enter the title(s) for Project EXACTLY as it appears in HMIS> If applying for a new project, enter what the title will be in HMIS:
- 3) Please specify how requested funds, if awarded, would be used (may check more than one):
 - Maintain Existing Services** (previously operated program and funded from any source)
 - Expand Existing Services** (requesting significant increase in funding to serve more individuals in previously operated and funded program)
 - Start New Services** (program not previously funded from any source; new service or activity to be offered by organization)
- 4) For this specific program, please indicate the service or activity for which you are requesting funding (**SELECT ONLY ONE**). Note: you will need to complete a separate **Budget Worksheet** if you want to request funding for more than one service or activity under this program. Please explain exactly how funds will be used for the selected service or activity.

Note: In the text box, explain exactly how the funds, if awarded, will be used for the selected project's service or activity. Your response will be limited to 500 characters, including spacing. If funding is awarded, this section is used to setup your CONTRACT Scope of Work.

- 5) Please describe the expected outcomes for the service or activity provided under this program. Where possible, the description should reference the State adopted performance measures, your prior performance relative to contract targets, and HUD's system performance measures. Your response should be concise. You will also be asked to attach your system performance measures from HMIS to this application.

Note: Your response will be limited to 1,000 characters, including spaces. Your performance measures are captured in the template "*Performance and Outcomes Measures Worksheet*" and is REQUIRED to be attached to the proposal. Submit separate "*Performance and Outcome Measures Worksheet*" for each project.

- 6) Using objective sources, please cite how this funding source will fill a specific need and/or unmet need in your community and how you have communicated and coordinated with your partners in determining that the level of funding requested is proportionate to that need:
- 7) For this service or activity, is your organization willing to accept Federal funds and comply with the associated reporting requirements? Select **Yes** or **No**
- 8) If you are applying for case management services for this program, please describe and include the anticipated caseload for each case manager, the number of case manager FTE's or portion of FTE's to be funded, whether you use the SPDAT as a case management tool.
- 9) Provide list your leveraging partners for this program category:
- 10) Please list contact Information for this Program Service:

After you have entered all the required data, click "**Save**". To start another **Budget Worksheet**, click "**Back**", then click "**Add**" and repeat steps 1 through 10. If done entering Budget Worksheets, click "**Back**" and this will take you back to the **Components** page. You should see a checkmark indicating the **Budget Worksheet Component** is complete.

ATTACHMENT CHECKLIST

- 1) Click on “[Attachments Checklist](#)” to view the list of suggested documents to be attached. We strongly suggest you attach the following:
 - Supplemental Application (Agency/Program/Project Summary; Other Documentation requested throughout the application process)
 - Performance and Outcome Measures Worksheet ([PDF Provided](#))
 - HMIS Annual Performance Measures Report (APR) or **UHMIS Service Summary Report for diversion projects (FY17 and FY18)**
 - **HMIS Data Quality Report**
 - Assurances ([PDF Provided](#))
 - NICRA (if applicable)

Note: Webgrants will require at least one **Attachment** document to be checked, indicating you have attached it using the steps 2-4 below. The proposal will not be allowed to **Submit** if there are **Components** not checked.

- 2) To attach any the above documents to your application, click on “[Continue](#)”, then “[Attachments \(0\)](#)” at the bottom center of the **Components** page. In the description text box, type a brief description of the first document, such as “APR” or “Performance and Outcome Measures”.
- 3) Click “[Browse](#)” to find the file on your desktop or hard drive that you want to attach.
- 4) Select the file you want to attach and click “[Attach File](#)”.
- 5) Repeat steps 2-4 for each file you want to attach. After you have attached all documents, click “[Continue](#)”. This will take you back to the **Components** page, and you should see a checkmark indicating the Attachments component is complete.

Congratulations, you’re almost done! Once you have “earned” checkmarks for completing all application **Components**, click on “Preview” to review your completed application. If you notice something you need to change, you can re-open any of the four components to make your final edits.

SUBMISSION

Applications are due no later than 5:00 P.M. April 11, 2018

IMPORTANT: You MUST submit your completed application online, including the required attachments, electronically through Webgrants. This is accomplished by clicking on the “[Submit](#)” button. An application submitted without the required attachments will be rejected.

Please make every effort to submit your application early. We encourage you to contact our office should you encounter any difficulties in navigating the application. **No exceptions will be made for applications not submitted by the stated deadline!**

FY19 UNIFIED HOMELESSNESS FUNDING – SCORING GUIDANCE

SHCC ALLOCATION COMMITTEE REVIEW

Entity:	Project Site:
Evaluator Number:	Group Number:

	Points Possible	Points Awarded
<p>SHCC Allocation Committee scoring guidance is used by committee members to review all projects within the application submitted by the deadline. Each narrative question is worth 10 points unless otherwise specified. Yes/No questions are worth 3 points, “Yes” = 3 points, “No” = 0 points unless otherwise specified.</p>		
Continuum of Care		
COMMUNITY PARTICIPATION		
1. Does your organization participate in your Continuum of Care’s coordinated assessment system? Yes/No	3	3 or 0
<p>Please describe the extent to which your organization participates in coordinated assessment and how you intend to meet the requirements set forth in 24 CFR 576.400 (SEE SUPPLEMENTARY INSTRUCTIONS)</p> <p><i>Reviewers reference:</i></p> <ul style="list-style-type: none"> The agency participates in community forums for systems planning and coordination and The proposed project appears to support a community system through appropriate service and funding partnerships. Question 10 - Funding Partners <p><i>Policy reference:</i></p> <p>§ 576.400 Area-wide systems coordination requirements:</p> <p>(a) Consultation with Continuums of Care. The recipient must consult with each Continuum of Care that serves the recipient's jurisdiction in determining how to allocate <i>HPO Unified Homelessness Grant</i> funds each program year;</p> <p>(b) Coordination with other targeted homeless services. The recipient and its sub-recipients must coordinate and integrate, to the maximum extent practicable, <i>HPO Unified Homelessness Grant</i> funded activities with other programs targeted to homeless people in the area covered by the CoC.</p> <p>(c) System and program coordination with mainstream resources. The recipient and its sub-recipients must coordinate and integrate, to the maximum extent practicable, <i>HPO Unified Homelessness Grant</i> funded activities with mainstream housing, health, social services, employment, education, and youth programs for which homeless individuals and families may be eligible.</p>	10	

PRIORITIZATION AND ASSESSMENT		
2. Does your organization use a method to prioritize individuals for services? Yes/No	3	3 or 0
<p>Please specify how your organization prioritizes services for all sub-populations. If services are not prioritized, please explain your organization's method for determining how funds and services are allocated.</p> <p><i>Reviewers reference:</i></p> <ul style="list-style-type: none"> Clearly outlined explanation of the process for prioritization of services for all sub-populations served with funding. <p><i>Policy Reference:</i></p> <p>§ 576.400 Area-wide systems coordination requirements: (d)Centralized or coordinated assessment. Once the CoC has developed a centralized assessment system or a coordinated assessment system, each <i>HPO Unified Grant</i> funded program or project within the Continuum of Care's area must use that assessment system. The recipient and sub-recipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required.</p>	10	
3. Does your organization specifically utilize the VI-SPDAT Pre-Screen and SPDAT assessment tools? Yes/No	3	3 or 0
<p>If yes, please explain the extent to which these tools are utilized in all of your programs. If no, please explain what other assessment tool(s) you are using for coordinated assessment as required in 24 CRF 578.7(a)(8) (SEE SUPPLEMENTARY INSTRUCTIONS)(text box)</p> <p><i>Policy Reference:</i></p> <p>§ 578.7 Responsibilities of the Continuum of Care (a)(8) In consultation with recipients of HPO Unified Grant program funds within the geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The CoC must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers.</p>	10	
SHCC PRIORITIES		
<p>4. Funding Priorities (multiple choice from 11 static fields)</p> <p><i>Reviewers reference:</i></p> <ul style="list-style-type: none"> Narrative provided within the application strongly aligns with the choices indicated by the applicant. The application aligns with projects and activities set forth by the SHCC – See RFP, page 4 and Application Instructions, page 11. 	10	

<ul style="list-style-type: none"> This is an opportunity to provide a score for the overall application, taking all sections and attachments into consideration. If project selected as “Other”, the narrative justifies that the project is appropriate for the UHF and meets the needs of the “Funding Purpose” definition on page 4. 		
DATA		
<p>5. Participation in HMIS is a requirement for funding unless you are specifically prohibited by other funding sources. Unless exempted, are you willing to enter clients and services into HMIS? Yes/No</p> <p><i>Reviewers reference:</i> If applicant is a domestic service provider, they should mark “No”. They are considered <u>exempt</u> from marking “Yes” and should be awarded 3 points.</p> <p><i>Policy Reference:</i> § 576.400 Area-wide systems coordination requirements (f)Participation in HMIS. The recipient must ensure that data on all persons served and all activities assisted under HPO Unified Grant are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the sub-recipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS</p>	3	3 or 0
<p>6. Does your organization participate in LHCC meetings and the Point-in-Time Count? Yes/No</p>	3	3 or 0
Scope of Work		
<p>1. Enter Project Type, identified from Supplemental Instructions: (text box)</p>	N/A	N/A
<p>2. If you are applying for a project that is already in HMIS, please enter the title(s) for Project EXACTLY as it appears in HMIS. If applying for a new project, enter the what the title will be in HMIS: (text box)</p>	N/A	N/A
<p>3. Please specify how requested funding, if awarded, would be used (may check more than one)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Maintain Existing Services (previously operated program and funded from any source) <input type="checkbox"/> Expand Existing Services (requesting significant increase in funding to serve more individuals in previously operated and funded program) <input type="checkbox"/> Start New Services (program not previously funded from any source; new service or activity to be offered by organization) 	N/A	N/A

BUDGET

4. For this specific project, please indicate the service and activity for which you are requesting funding. SELECT ONLY ONE. Note: you will need to complete a separate Budget Worksheet if you want to request funding for more than one service or activity under this project. (radio buttons)

- a. Diversion
- b. Emergency Shelter
- c. Permanent Supportive Housing – Case Management
- d. Rapid-Rehousing
- e. Street Outreach

Please explain exactly how funds will be used for the selected service or activity (SEE SUPPLEMENTAL INSTRUCTIONS)

Reviewers reference:

The budget narrative aligns with the selected project service/activity and explains exactly how the funds will be used. There is a specific and intentional plan for how funds will be utilized. It has been clearly described how the unit cost has been determined and there is detailed description of how the funds will be utilized to clearly support the purposes of the grant.

- If administrative costs are being requested it is clear that the requested funds are appropriate and absolutely necessary.
- If case management FTE’s are being requested, the budget aligns with question 9. The narrative of question 9 supports the budget.
- Question 10 aligns with the budget. It is clear that the organization has taken other funding sources and leveraging partners into the funding request.
- Financial Attachments
- Budget Worksheet

Diversion – Examples of applied best practices derived from state wide training resources to be distributed during application review and scoring.

Emergency Shelter – Reviewers reference ESG Federal Regulations as it applies to Grant Use and Distribution (24CFR 84, 85, 91, 576) distributed during application review and scoring. General practices include support of Projects that serve clients as Night-by-Night, Day, or Domestic Victim Service Shelters. Activities allowed are generally Direct Services (intake, assessment, case management, obtaining document or identification, housing locator services); Operations and Maintenance; renovating buildings to be used as emergency shelter for homeless families/individuals (not including new construction or acquisition costs).

Permanent Supportive Housing Case Management – Reviewers reference agency supplied narrative or agency attached policies or procedures for practical and appropriate application of support systems in place to assist clients to learn retention of housing opportunities. Program design should address client ability to sustain housing by including flexible program services that vary in type, level and duration based on need.

10

<p><u>Rapid Rehousing</u> – ESG Federal Regulations in reference to short or medium term rental assistance (tenant or project based), and housing relocation and stabilization services for individuals and families who are homeless or at risk of homelessness. DWS/HCD ESG Policy and Procedure Manual defines resources are most effective when targeted directly to resolving particular specific barriers a household may have to getting or keeping housing. Linkage to mainstream resources increases household ability to achieve and maintain housing stability.</p> <p><u>Street Outreach</u> – Project narrative strongly represent ESG Federal Regulations, including client engagement activities where Staff and Supply costs are utilized to locate; identify; and build relationships with unsheltered homeless people; and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. Narrative substantiates budget requests that support Engagement, Case Management, Emergency Health Services, Emergency Mental Health Services, Transportation, or Services for Special Populations.</p>		
OUTCOMES AND PERFORMANCE MEASURES		
<p>5. Please describe the expected outcomes for the service and activity provided under this program. Where possible, the description should reference the State adopted performance measures, your prior performance relative to contract targets, and HUD’s system performance measures. Your response should be concise. You will also be asked to attach your system performance measures from HMIS to this application. (SEE SUPPLEMENTARY INSTRUCTIONS)</p> <p><i>Reviewers reference:</i></p> <ul style="list-style-type: none"> • Refer to supplemental “Scope of Work Performance Measures”. All applicable fields are complete for all projects. • If marked “Other” for project, the “Other” section on the “Scope of Work Performance Measures” worksheet is completed with appropriate outcome and output measures. The narrative clearly describes how the “Other” project aligns with Funding Purpose definition (page 4) and priorities. 	10	
COMMUNITY NEED		
<p>6. Using objective sources, please cite how this funding source will fill a specific need or unmet need in your community and how you have communicated and coordinated with your partners in determining that the level of funding requested is proportionate to that need. (text box)</p> <p><i>Reviewers reference:</i></p> <ul style="list-style-type: none"> • Question 3 - note if new, maintaining or expanded • Question 6 • Question 7 and 8 (TANF purpose, if applicable) • CoC priorities • Funding partners • Attachment – “Supplemental Application” (Agency/Program/Project Summary; other documentation requested throughout the application process) • Budget worksheet 	10	

There is sufficient evidence to prove an unmet need for this project type and the project scope fits that need (including housing component and the population focus of the project). In the case where similar services exist, the unmet need is still relevant and a reasonable plan for coordination of services is in place.		
7. For this service or activity, is the organization willing to accept federal funds (ESG or TANF) and comply with the associated reporting requirements? Yes/No	N/A	N/A
8. If you are willing to accept TANF, identify at least one of the TANF purposes your project falls under (may check more than one) <ul style="list-style-type: none"> • Purpose 1: Provide assistance to needy families so that children can be cared for in their own homes • Purpose 2. End the dependence of needy parents by promoting job preparation, work and marriage • Purpose 3: Prevent and reduce the incidents of out-of-wedlock pregnancy • Purpose 4: Encourage the formation and maintenance of two-parent families • My project does not fall under a TANF-eligible activity or my organization is unwilling to accept TANF funds 	N/A	N/A
9. If you are applying for case management services for this program, please describe and include the anticipated caseload for each case manager, the number of case manager FTE's or portion of FTE's to be funded, whether you use the SPDAT as a case management tool. (See example in instructions) <i>Reviewers reference:</i> This question will be used to create the Scope of Work. It will not receive an individual score as it does not apply to all applicants. However, the information provided should be considered when scoring other parts of the application. Narrative clearly defines the anticipated caseload for case managers, the number of case managers and approximate percentage of time within the operating year, count of how many staff supported are full or part-time, and whether the SPDAT is used as a case management tool. The description of frequency and depth of case management aligns with budget.	N/A	N/A
LEVERAGING AND CAPACITY		
10. List your leveraging partners for this project category: (See example in instructions) <i>Reviewers reference:</i> Provider has demonstrated experience with similar projects, funding and population. Provider has adequate capacity to carry out the project. Review all application attachments and amounts in budget worksheet.	10	
11. Please list contact information for this program service.	N/A	N/A
APPLICATION ATTACHMENTS (1 POINT PER ATTACHMENT)		
<input type="checkbox"/> Supplemental Application (could be program summary, etc.) – ½ point <input type="checkbox"/> Performance and Outcome Measures Worksheet (PDF Provided) – 1 point <input type="checkbox"/> FY17, FY18 HMIS Annual Performance Measures Report (APR) <u>or</u> agency records for DV providers or UHMIS Service Summary Report for diversion projects – 1 point for each	<input type="checkbox"/> HMIS Data Quality Report – ½ point <input type="checkbox"/> Assurances (PDF Provided) – 1 point <input type="checkbox"/> NICRA (if applicable) – 0 points	5
Total Points	100	

HOMELESSNESS PROGRAMS OFFICE REVIEW

Homelessness Programs Team (HPO) scoring guidance is used by the HPO members to review all projects received by the deadline. Applications are reviewed by the HPO Program Specialists, UHMIS System Administrator and Program Specialists, support staff and Program Manager as a team.

Entity:

Project Site:

Project application for funding is to:

- Maintain Existing Services** (previously operated program and funded from any source)
- Expand Existing Services** (requesting significant increase in funding to serve more individuals in previously operated and funded program)
- Start New Services** (program not previously funded from any source; new service or activity to be offered by organization)

Areas	Guidance	Points Possible	Points Awarded
FUNDING ALIGNMENT AND SUPPORT			
Entity received CoC funding in SFY18 or will receive SFY19	If Yes = 5 If No = 2	5	
Entity received City or County ESG funding in SFY18 or will receive in SFY19, if available. If not available in the project geographical area = 5	If Yes = 5 If No = 2	5	
Entity is able to adequately leverage resources to carry out the project or meets the match requirement		10	
FISCAL RISK			
Entity has been determined as low, medium or high risk by DWS, HCD. If entity is not currently receiving UHF, score = 3	Low = 5 Medium = 3 High = 0	5	
Entity invoices, at a minimum, quarterly as required by the SOW. Barriers to meeting this expectation have been clearly explained. If entity is not currently receiving UHF, score = 3	Yes = 5 No = 0 N/A = 3	5	
MONITORING AND TECHNICAL ASSISTANCE			
Entity is responsive to correspondence for monitoring and technical assistance appointments or desk audits.	Always = 4-5 Sometimes = 2-3 Not Responsive = 0-1	5	

DATA QUALITY AND HMIS PARTICIPATION			
<p>Agency demonstrates ability and commitment to address data completeness and accuracy issues including those related to data collection and coordinated entry.</p> <p>Review attachments:</p> <ul style="list-style-type: none"> • Performance and Outcomes Measures Worksheet • HMIS APR or comparable data submitted by the applicant • HMIS Data Quality Report 	<p>Active commitment to data collection and entry = 5</p> <p>Committed and mostly accurate data entry with some issues = 3</p> <p>Committed with a plan to address issues = 1</p> <p>Not engaged = 0</p> <p>New agency = 3</p>	5	
PERFORMANCE AND OUTCOMES			
<p>Performance and Outcomes Measures Worksheet is complete and accurate and the narrative is in alignment.</p>	<p>Complete and accurate = 4-5</p> <p>Mostly accurate = 3</p> <p>Incomplete or inaccurate = 1-2</p> <p>New program to HMIS = 3</p>	5	
<p>New applicants: The application is realistic and clear in setting outcome and output measurements. The measurements indicated in the project proposal are minimal, meet or exceed expectations set by HPO and HUD and are realistic to organizations capacity.</p> <p>Existing UHF recipients: If received UHF in SFY18, Scope of Work outcome and output goals have been met or the organization is on track to meet expected outcomes.</p>	<p>Goals set for project outcomes are SMART= 5</p> <p>Mostly accurate projections for services delivery outcomes = 3</p> <p>Committed with a plan to improve = 1</p> <p>Not engaged = 0</p>	5	
	Total Points	50	

UNIFIED HOMELESSNESS FUNDING

ATTACHMENT A: GENERAL PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT

1. DEFINITIONS: The following terms shall have the meanings set forth below:

a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

b) "Contract" means the contract signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.

c) "Contract Signature Page(s)" means the State cover page(s) that the State Entity and Contractor sign.

d) "Contractor", "Sub-Recipient" or "Loan Recipient" means the individual or entity identified in this Contract. The term "Contractor", "Sub-Recipient" or "Loan Recipient" shall include Contractor's, Sub-Recipient's or Loan Recipient's agents, officers, employees, and partners.

e) "Services" means the furnishing of labor, time, or effort by Contractor's, Sub-Recipient's or Loan Recipient's pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor's, Sub-Recipient's or Loan Recipient's performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

f) "Proposal" means Contractor's, Sub-Recipient's or Loan Recipient's response to the State Entity's Solicitation.

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

h) "State Entity" means the department, division office, bureau, agency, or other organization identified on the Contract Signature Page(s).

i) "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

j) "Subcontractors" means subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Contractor, Sub-Recipient or Loan Recipient, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor, Sub-Recipient or Loan Recipient may be liable at any tier, including a person or entity that is, or will be providing or performing an essential aspect of this Contract, including Contractor's, Sub-Recipient's or Loan Recipient's manufactures, distributors, and suppliers.

2. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases by the State.

3. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: The provisions of this contract shall be governed by the laws of the State. The parties shall submit to the jurisdiction of the courts of the State for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

4. LAWS AND REGULATIONS: The Contractor, Sub-Recipient or Loan Recipient and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with

all applicable Federal, State, and local laws and regulations. Further, Contractor, Sub-Recipient or Loan Recipient agree to abide by all requirements in 2 CFR §200.331 – Requirements for Pass-Through Entities.

5. PROJECT COMPLETION: The Contractor, Sub-Recipient or Loan Recipient shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.

6. RECORDS ADMINISTRATION: The Contractor, Sub-Recipient or Loan Recipient shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor, Sub-Recipient or Loan Recipient pursuant to this Contract. The records shall be retained by the Contractor, Sub-Recipient or Loan Recipient for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor, Sub-Recipient or Loan Recipient agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

7. FINANCIAL REPORTING: Contractor, Sub-Recipient or Loan Recipient must annually inform the State Entity, in writing, whether: (1) the nonprofit corporation, Contractor, Sub-Recipient or Loan Recipient met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year; and whether (ii) the nonprofit corporation, Contractor, Sub-Recipient or Loan Recipient anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.

8. CONFLICT OF INTEREST: Contractor, Sub-Recipient or Loan Recipient represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made in accordance with §67-16- 8, Utah Code Annotated, 1953, as amended. Contractor, Sub-Recipient or Loan Recipient 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.

9. CONTRACTOR, SUB-RECIPIENT OR LOAN RECIPIENT AN INDEPENDENT CONTRACTOR: The Contractor, Sub-Recipient or Loan Recipient shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor, Sub-Recipient or Loan Recipient shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for the Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor, Sub-Recipient or Loan Recipient.

10. INDEMNITY: Contractor, Sub-Recipient or Loan Recipient shall be fully liable for the actions 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, , and costs arising out of Contractor, Sub-Recipient or Loan Recipient's performance of this Contract caused by any intentional act or negligent act of Contractor, Sub-Recipient or Loan Recipient, its agents, employees, officers, partners, or Subcontractors, without limitation. However, the Contractor, Sub-Recipient or Loan Recipient shall not indemnify for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor, Sub-Recipient or Loan

Recipient's liability, including a limitation of liability clause for anyone for whom the Contractor, Sub-Recipient or Loan Recipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. EMPLOYMENT PRACTICES CLAUSE: The Contractor, Sub-Recipient or Loan Recipient agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor, Sub-Recipient or Loan Recipient agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

12. DEBARMENT: The Contractor, Sub-Recipient or Loan Recipient 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 transaction (contract), by any governmental department or agency. If the Contractor, Sub-Recipient or Loan Recipient cannot certify this statement, attach a written explanation for review by the State. The Contractor, Sub-Recipient or Loan Recipient must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

14.1 Upon thirty (30) days written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.

14.2 Upon thirty (30) days written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, 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 reasonably determines that a change in available funds affects the State's ability to pay under the Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

14.3 If a notice is delivered under paragraph 1 or 2 of this Section the State will reimburse the Contractor, Sub-Recipient or Loan Recipient for products properly delivered or services properly performed up until the effective date of written notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of notice.

14.4 Notwithstanding any other paragraph or provision of the Section 13, if the State in said notice to the Contractor, Sub-Recipient or Loan Recipient indicates that the Contractor, Sub-Recipient or Loan Recipient is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor, Sub-Recipient or Loan Recipient shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

15. WARRANTY: The Contractor, Sub-Recipient or Loan Recipient warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor, Sub-Recipient or Loan Recipient agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor, Sub-Recipient or Loan Recipient acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. Remedies available to the State include, but are not limited to, the following: The Contractor, Sub-Recipient or Loan Recipient will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor, Sub-Recipient or Loan Recipient in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor, Sub-Recipient or Loan Recipient will refund the full amount of any payments that have been made.

16. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor, Sub-Recipient or Loan Recipient will be remitted by mail, electronic funds transfer, or the State's Purchasing card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor, Sub-Recipient or Loan Recipient as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor, Sub-Recipient or Loan Recipient of final payment, without a written protest filed with the State from all claims and all liability to the Contractor, Sub-Recipient or Loan Recipient. The State Entity payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State may have against Contractor, Sub-Recipient or Loan Recipient.

17. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor, Sub-Recipient or Loan Recipient warrants that any items procured to the state by the Contractor, Sub-Recipient or Loan Recipient does not, to the contractor's knowledge, violate or infringe on any third party copyrights, patents, trade secrets, or other propriety rights. If these third party rights are infringed upon, then the Contractor, Sub-recipient or Loan Recipient will indemnify the State Entity and hold the State harmless from and against all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any claim brought against the State Entity or the State for infringement of third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor, Sub-Recipient or Loan Recipient's liability, such limitations of liability will not apply to this section.

18. ASSIGNMENT/SUBCONTRACT: Contractor, Sub-Recipient or Loan Recipient will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

19. UNUSED FUNDS: Any funds authorized by the State that are not used in the completion of Scope of Work must be returned to the State.

20. INELIGIBLE EXPENSES: Contractor, Sub-Recipient or Loan Recipient expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the Contractor, Sub-Recipient or Loan Recipient will be immediately refunded to the State by the Contractor, Sub-Recipient or Loan Recipient. The Contractor, Sub-Recipient or Loan Recipient further agrees that the State shall have the right to withhold any or all subsequent payments under this or other Contracts to the Contractor, Sub-Recipient or Loan Recipient until the recoupment of overpayments is made.

21. PUBLIC INFORMATION: Contractor, Sub-Recipient or Loan Recipient agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act (GRAMA). Contractor, Sub-Recipient or Loan Recipient gives the State Entity and the State express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by contractor and expressly approved by the State Division of Purchasing and General Services, Contractor, Sub-Recipient or Loan Recipient also agrees that the Contractor, Sub-Recipient or Loan Recipient's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State are not obligated to inform Contractor, Sub-Recipient or Loan Recipient of any GRAMA requests for disclosure of this Contract, related purchase order, related pricing documents, or invoices.

22. PROCUREMENT ETHICS: Contractor, Sub-Recipient or Loan Recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

23. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Contractor, Sub-Recipient or Loan Recipient in default of this Contract: (i) Contractor, Sub-Recipient or Loan Recipient's non-performance of contractual obligations; or (ii) Contractor, Sub-Recipient or Loan Recipient's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor, Sub-Recipient or Loan Recipient will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor, Sub-Recipient or Loan Recipient has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor, Sub-Recipient or Loan Recipient from receiving future Contracts from the State Entity or the State; or (v) demand a full refund of any payment that the State Entity has made to Contractor, Sub-Recipient or Loan Recipient under this Contract for services that do not conform to this Contract.

24. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by

fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. CONFLICT OF TERMS: Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State Standard Contract Terms and Conditions; 2). State Contract Signature Page(s); 3). Additional State Terms and Conditions; 4) Contractor, Sub-Recipient or Loan Recipient Terms and Conditions.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in the contract.

27. ACCOUNTING REPORTS: The Contractor, Sub-Recipient or Loan Recipient is responsible to ensure that Contractor, Sub-Recipient or Loan Recipient complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.

28. INSURANCE: Contractor, Sub-Recipient or Loan Recipient shall at all times during the term of this Contract, without interruption, carry and maintain 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 (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Contractor, Sub-Recipient or Loan Recipient also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor, Sub-Recipient or Loan Recipient must add the State as an additional insured with notice of cancellation. Failure to maintain required insurance or to provide proof of insurance as required will be deemed a material breach of this Contract which may result in immediate termination.

28.1. INSURANCE – WORKERS COMPENSATION: Contractor, Sub-Recipient or Loan Recipient shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed. Contractor, Sub-Recipient or Loan Recipient acknowledges that within (30) days of contract award, Contractor, Sub-Recipient or Loan Recipient must submit proof of certificate of insurance that meets the above requirements. Failure to provide proof of insurance will be considered a material breach of contract.

29. 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. It does not apply to Invitation to Bids nor the Multi-Step Process.

29.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor, Sub-Recipient or Loan Recipient has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor, Sub-Recipient or Loan Recipient's new employees that are employed in the State in accordance with applicable immigration laws including UCA Section 63G-12-302.

2. The Contractor, Sub-Recipient or Loan Recipient shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) Contractor, Sub-Recipient or Loan Recipient by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor, Sub-Recipient or Loan Recipient's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

29.2 Indemnity Clause for Status Verification System

1. Contractor, Sub-Recipient or Loan Recipient (includes, but is not limited to any Contractor, Sub-Recipient or Loan Recipient, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following:

(a) Contractor, Sub-Recipient or Loan Recipient; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor, Sub-Recipient or Loan Recipient or Subcontractor may be liable.

2. Notwithstanding Section 2 (AUTHORITY) above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or sub-consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

30. SUSPENSION OF WORK: Should circumstances arise which would cause the State Entity to suspend Contractor, Sub-Recipient or Loan Recipient's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor, Sub-Recipient or Loan Recipient's responsibilities will be reinstated upon advanced written notice from the State Entity.

31. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor, Sub-Recipient or Loan Recipient delivers nonconforming Services, the State Entity may at Contractor, Sub-Recipient or Loan Recipient's expense: (i) return the Services for a full refund; (ii) require Contractor, Sub-Recipient or Loan Recipient 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, Sub-Recipient or Loan Recipient being responsible for any cover costs.

32. TIME OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor, Sub-Recipient or Loan Recipient shall be liable for all reasonable damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor, Sub-Recipient or Loan Recipient's failure to timely perform the Services required under this Contract.

33. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

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

34.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor, Sub-Recipient or Loan Recipient's Services, including Contractor, Sub-Recipient or Loan Recipient's Subcontractors. Results of any evaluation may be made available to Contractor, Sub-Recipient or Loan Recipient upon request.

34.2 : REVIEW: The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor, Sub-Recipient or Loan Recipient. Such reviews do not waive the requirement of Contractor, Sub-Recipient or Loan Recipient to meet all of the terms and conditions of this Contract.

35. STANDARD OF CARE: The Services of Contractor, Sub-Recipient or Loan Recipient and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor, Sub-Recipient or Loan Recipient shall be liable to the State Entity and State for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g. another Contractor, Sub-Recipient or Loan Recipient's claim against the State), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

36. CONFIDENTIALITY: If Confidential Information is disclosed to Contractor, Sub-Recipient or Loan Recipient, Contractor, Sub-Recipient or Loan Recipient shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information to any third parties. Contractor, Sub-Recipient or Loan Recipient will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor, Sub-Recipient or Loan Recipient shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor, Sub-Recipient or Loan Recipient shall indemnify, hold harmless, and defend the State Entity and the State, including anyone for whom the State Entity or the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor, Sub-Recipient or Loan Recipient or anyone for whom the Contractor, Sub-Recipient or Loan Recipient is liable.

Upon termination or expiration of this Contract, Contractor, Sub-Recipient or Loan Recipient will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

37. PUBLICITY: Contractor, Sub-Recipient or Loan Recipient shall submit in writing to the State Entity for approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole

discretion whether to provide approval for the publicity; the State Entity shall respond in writing.

38. CONTRACT INFORMATION: Contractor, Sub-Recipient or Loan Recipient shall provide information regarding job vacancies to the State Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contract information for job vacancies. This information shall be provided to the State Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor, Sub-Recipient or Loan Recipient from advertising job openings in other forums throughout the State.

39. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Contractor, Sub-Recipient or Loan Recipient agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor, Sub-Recipient or Loan Recipient prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor, Sub-Recipient or Loan Recipient shall transfer any ownership claim to the State Entity.

40. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

41. 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.

42. DISPUTE RESOLUTION: Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, Sub-Recipient or Loan Recipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, the State Entity and Contractor, Sub-Recipient or Loan Recipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

43. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

44. 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.

46. 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.

UNIFIED HOMELESSNESS FUNDING

ATTACHMENT B: OVERVIEW PROGRAM TERMS AND CONDITIONS

Program Terms and Conditions vary slightly by funding source. Program requirements include and are not limited to the following:

- **CONTINUUM OF CARE:** The CONTRACTOR/SUBRECIPIENT agrees to participate in their local Continuum of Care's Coordinated Access Plan. Failure to participate in Coordinated Access will result in termination of this contract.
- **HOMELESS COUNT:** The CONTRACTOR/SUBRECIPIENT agrees to participate in the semi-annual Point in Time Homeless Count. Failure to submit information required for the semi-annual Homeless Point in Time Count will result in termination of this contract.
- **CONSULTATION/TECHNICAL ASSISTANCE:** The STATE will provide reasonable consultation and/or technical assistance as requested by the CONTRACTOR/SUBRECIPIENT to assure satisfactory performance in providing the contracted services.
- **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR/SUBRECIPIENT agrees to notify the STATE, and receive STATE'S written approval, prior to implementing any change in program budget, Attachment C, design as specified in Attachment D or supportive services as specified in Attachment D.
- **TERMINATION AND REDUCTION IN SCOPE:** Notwithstanding the expiration date of this agreement, the STATE may, at its sole discretion, with or without cause, terminate said agreement upon 60 days written notice to the CONTRACTOR/SUBRECIPIENT. Furthermore, in the event the STATE determines that its interest involves modifying or reducing the funds and/or services obligated under this agreement, it may do so unilaterally upon 60 days written notice subject only to the CONTRACTOR/SUBRECIPIENT right to terminate this agreement as specified below. (This paragraph is intended to take precedence over paragraph 12 of the Standard Terms and Conditions to the extent that the two paragraphs may be inconsistent.). In the event the SUBRECIPIENT wishes to terminate this agreement either with or without cause, the SUBRECIPIENT may do so upon 60 days written notice. In the event the SUBRECIPIENT fails to respond or does not respond affirmatively to any STATE initiated written request to modify or reduce funds and/or services under this agreement within 5 days of receipt of the request, this agreement will be considered terminated after the elapsed 5 day period.
- **REIMBURSEMENT OF EXPENDITURES:** The CONTRACTOR/SUBRECIPIENT agrees to provide certain financial reports, including transaction level detail reports, as an attachment to each Claim/RFF submitted. Claims should be submitted no more frequent than monthly, or less frequent than quarterly. All claims for reimbursement must be submitted within 15 days after termination of the contract. Any claims submitted after 15 days of termination of the contract may or may not be reimbursed, at the discretion of STATE, even if the expenses were incurred during the term of the contract.
- **PAYMENT WITHHOLDING:** The CONTRACTOR/SUBRECIPIENT agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR/SUBRECIPIENT record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.

UNIFIED HOMELESSNESS FUNDING

ATTACHMENT C: BUDGET – DIRECT AND INDIRECT COSTS

Determinations of cost allowability are based on state procurement and cost principles found in the Federal OMB Cost Principles (2CFR 200). Costs must meet certain criteria to be allowable. Costs must be reasonable, necessary and conform to limitations set forth in legislation, regulation or federal circulars. They must be consistent with the contractor’s procurement policies and procedures. Contractor is required to report and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP). Failure to follow these principles may result in an inappropriate use of federal funds or state funds and the contractor may have to repay the funds and incur a financial penalty.

DIRECT COSTS (ALLOWABLE AS BUDGETED ITEMS)	INDIRECT COSTS (NOT ALLOWABLE AS DIRECT COSTS)
Salaries/Wages & Fringe Benefits: Staff time providing direct client services and assessments; meeting with clients to identify needs; referring clients to community services; enrolling in mainstream programs and housing opportunities; may also include case management; staffing for shelter operations; security; and data entry	Salaries/Wages & Fringe Benefits: Clerical and administrative assistants, fiscal manager, secretaries, and directors (allowable as administrative costs, dependent on project type)
Materials and Supplies: Project-related supplies used to conduct the project, including curriculum; food pantry or food box preparation and distribution; or day shelter services	Office Supplies: Pens, pencils, paper, staples, transparencies, toner cartridges, diskettes, printer paper, word processing and spreadsheet programs
Equipment: Equipment used for technical or software that costs greater than \$5,000 and has a useful life of at least one year	Equipment: General office equipment such as copiers, printers, office computers, and fax machines
Facilities: Project specific space, insurance, utilities costs, equipment	Facilities: Building use (rent), grounds maintenance, renovations, and alterations of a property
Travel: Staff transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business, some client transportation if directly associated with service delivery. Out-of-state travel requires prior approval from a DWS-HCD Program Specialist	Travel: Costs of entertainment, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities
Telephone: Local service, cell phones, if verifiable to specific project	Telephone: Long distance calls, installation and maintenance
Maintenance & Repairs: Maintenance, repairs, or renovation to project buildings, not to include Acquisitions, Construction or Demolition	Maintenance & Repairs: Maintenance and repairs to general purpose equipment, buildings, and grounds, rehabilitation of administration areas
Advertising: Public relations to promote specific projects	
Participant Support Costs (Financial Assistance): Rent, deposits, utilities, application fees, etc. are allowed. The budget justification should describe the purpose for the costs and the way in which they will directly benefit the proposed project’s scope of work. These costs must be excluded when calculating the Modified Total Direct Costs (MTDC) to determine the overall project’s F&A costs.	
Training: Registration fees for DWS approved trainings for direct-labor employees, which may also include salary or wages for time spent attending trainings or meetings required by the contract.	

UNIFIED HOMELESSNESS FUNDING

ATTACHMENT D: ~~SCOPE OF WORK~~ PERFORMANCE AND OUTCOME MEASURES WORKSHEET

Last Updated: March 23, 2018

Housing and Community Development - Department of Workforce Services

UNIFIED HOMELESSNESS FUNDING PERFORMANCE AND OUTCOME MEASUREMENT WORKSHEET

Provide **unduplicated** data for State Fiscal Year (SFY) 2017, SFY 2018 including outputs and targets for SFY 2019. Indicate "N/A" if the field is not applicable to the project application. The information should align with information provided in the online application.

SFY 2019 funded projects will be required to report data and performance measures on a quarterly basis during the contract period. This information will be used to establish the entities Scope of Work. Data accuracy and timeliness is essential to the integrity of the public facing Utah Homelessness Data Dashboard: <https://jobs.utah.gov/housing/homelessness/homelessdata.html>

This form is being submitted for the following application projects:

- Street Outreach
- Rapid Rehousing
- Emergency Shelter and Domestic Violence Shelter
- Homeless Diversion
- Permanent Supportive Housing – Case Management
- Other projects and activities that create housing or support for homeless individuals and families
- Other projects and activities that support the UHF "Funding Purposes"

ALL PROJECTS						
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1. Clients served	Q05a: Total number of persons served	UHMIS "CSV-APR 2017" report from SAGE -APR for CoC Grant-Funded Programs or DV provider agency records or from Service Summary Report for diversion project				N/A
2. Adults served	Q05a: Total number of adults					N/A
3. +Project leavers (participant project exits)	Q05a: Total number of leavers					N/A
4. +Average length of stay in project	Q22b: Average Length in Days for Leavers					N/A
5. Participants exit into permanent destination	Sum of Q23a: permanent destination total and Q23b: permanent destinations total					

6. *Participants who Exit Homelessness to Permanent Housing Destinations and Return to Homelessness within 6 to 12 months	Measure 2a and 2b: Number Returning to Homelessness within 6 to 12 months	*2018 System Performance Measures; M2 – M7*					
7. *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						

*Not required for domestic violence shelter or diversion projects +Not required for diversion projects

STREET OUTREACH							
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - March 15, 2019)	Target for Full SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1. Number of participants enrolled in street outreach for habitation	Q15: Living Situation - Place Not Habitation - Total	UHMIS CSV-APR 2017 report from SAGE -APR for CoC Grant-Funded Programs or DV provider agency records					
Participants exiting to temporary destinations	Sum of Q23a: temporary destination total and Q23b: temporary destinations total						
3. Participants exiting into institutional settings	Sum of Q23a: institutional destination total and Q23b: institutional destinations total						
4. Participants exiting to permanent destinations	Sum of Q23a: permanent destination total and Q23b: permanent destinations total						

RAPID REHOUSING							
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - March 15, 2019)	Target for Full SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1. Number of adults who gained increased income	Sum of Metric 4.3: "Number of Adults with Increased Income" and Metric 4.6: "Number of Adults Who Exited with Increased Income"	*2018 System Performance Measures; M2 – M7*					
2. Number of adults who gained increased earned income	Sum of Metric 4.1: "Number of Adults with Increased Earned Income" and Metric 4.2: "Number of Adults Who Exited with Increased Earned Income"						
3. Number of adults enrolled in non-cash mainstream benefits at project exit	Q20b: Column – Benefit at exit for leavers; Row - 1+ Sources	UHMIS "CSV-APR 2017" report from SAGE -APR for CoC Grant-Funded Programs or DV provider agency records					
4. Average cost per individual adult served	Average annual amount of financial assistance provided during previous state fiscal year	Agency records					N/A
5. Average cost per family served	Average annual amount of financial assistance provided during previous state fiscal year	Agency records					N/A

EMERGENCY SHELTER AND DOMESTIC VIOLENCE SHELTER							
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - March 15, 2019)	Target for Full SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1. Median length of shelter stay	Q22b: Median Length in Days for Leavers	UHMIS "CSV-APR 2017" report from SAGE "APR for CoC Grant-Funded Programs" or DV provider agency					N/A
2. Participants receiving VI SPDAT assessment	Total number of clients assessed with the VI SPDAT in the current quarter	Agency Records or UHMIS Coordinated Entry Housing List					

HOMELESS DIVERSION							
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - March 15, 2019)	Target for Full SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1. Total number of diversion assessments	From data entered on diversion assessment	UHMIS Service Summary Report					N/A
2. Diversion referrals from shelter							
3. Diversion referrals to shelter							

PERMANENT SUPPORTIVE HOUSING – CASE MANAGEMENT							
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - March 15, 2019)	Target for Full SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1. Number of adults who gained or increased earned income	Sum of Metric 4.1: "Number of Adults with Increased Earned Income" and Metric 4.4: "Number of Adults Who Exited with Increased Earned Income"	"2018 System Performance Measures; M2 – M7"					
2. Number of adults enrolled in cash benefit project	Q20b: Column – Benefit at exit for Leavers; Row - 1+ Sources	UHMIS "CSV-APR 2017" report from SAGE "APR for CoC Grant-Funded Programs" or DV provider agency records					
3. Participant SPDAT assessment	Total number of clients assessed with the SPDAT in the current quarter	SPDAT and F-SPDAT History List					
4. 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	"2018 System Performance Measures; M2 – M7"					

<input type="checkbox"/> OTHER PROJECTS AND ACTIVITIES THAT CREATE HOUSING OPPORTUNITIES FOR HOMELESS INDIVIDUALS AND FAMILIES <input type="checkbox"/> OTHER PROJECTS AND ACTIVITIES THAT SUPPORT THE UHF "FUNDING PURPOSES"							
Measure	Calculation	Source of Data	Provide Data for SFY17 (July 1, 2016 - March 15, 2017)	Provide Data for SFY18 (July 1, 2017 - March 15, 2018)	Target for SFY19 (July 1, 2018 - March 15, 2019)	Target for Full SFY19 (July 1, 2018 - June 30, 2019)	Target Percent for SFY19 (July 1, 2018 - June 30, 2019)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

**UNIFIED HOMELESSNESS FUNDING
ATTACHMENT E: AUTHORIZED WEB GRANTS SYSTEM USERS**

PERSONS AUTHORIZED TO SUBMIT A CLAIM FOR REIMBURSEMENT UNDER THIS CONTRACT

Name of Agency: _____

THIS IS TO CERTIFY THAT, AS OF THIS DATE, THE INDIVIDUALS LISTED BELOW ARE AUTHORIZED TO ACCESS THE WEB GRANTS SYSTEM AND SUBMIT A CLAIM OR REQUEST FOR FUNDS UNDER THIS CONTRACT:

Name

Title

Name

Title

Name

Title

Name

Title

I agree that it is my responsibility to notify the State in writing in the event any of the above-named individuals ceases employment at this agency or otherwise should have access to the Web Grants system restricted or denied. I further agree that it is my responsibility to notify the State of any individuals that the agency may desire to add to the above list.

Name

Title

Date

UNIFIED HOMELESSNESS FUNDING

ATTACHMENT F: COMPLIANCE AND ASSURANCES CHECKLIST

Sub recipients receiving Unified Homelessness Funding (UHF) Awards are legally responsible for compliance with, or assurance of the acceptance of, the following requirements as described in website references within this document. Each organization shall provide, consistent with state law, written assurance of the following requirements with each UHF grant application.

Yes/ No	Compliance and Assurance Item	Authorizing, Implemented, or Interpreted Law
	Certification Regarding Lobbying, Debarment, and Drug Free Workplace All federal contracts and sub-awards include language regarding parties and activities excluded from procurement activities.	Federal Code http://ojp.gov/funding/Apply/Resources/Certifications.pdf
	Employee Insurance Coverage Notification Against Legal Liability Employees are provided information in writing upon hire and by April 15 annually regarding insurance coverage and legal liability.	Utah Code 63A-4-204 and 63A-4-204.5
	Office of Management and Budget (OMB) Inform Guidance Certification of compliance with OMB Circular 2 CFR 200 (Replacing OMB Circulars A-21, A-87, A-110, A-122; A-89, A-102, and A-133).	Federal Code https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf
	McKinney-Vento Homeless Assistance Act; as Amended by S896 HEARTH Act of 2009 Sub recipients are framing program policies and procedures through administration of HPO UHF projects with HEARTH Act of 2009.	Federal Code https://tinyurl.com/ybmpz272 https://www.hudexchange.info/programs/esg/esg-law-regulations-and-notices/
	HUD Continuum of Care Alignment of Practices Incorporation of Title 24 CFR Subchapter C Part 576 within Entity's practice of applying programmatic requirements to project administration.	Federal Code https://tinyurl.com/ybvd8efr https://www.hudexchange.info/programs/coc/
	Fair Housing Act Projects are operating in compliance of Title 8 of the Civil Rights Act of 1968 Fair Housing Act, ensuring prohibition of Discrimination in housing-related transactions.	Federal Code http://www.justice.gov/crt/fair-housing-act-2
	Title VI of the Civil Rights Act of 1964 Assurance that project administration prohibits discrimination on the basis of race, color, or national origin.	Federal Code http://www.justice.gov/crt/about/cor/coord/titlevistat.php
	Americans with Disabilities Act, Title II Programs, services, and activities provided, or made available by public entities, are free from discrimination based on the ability of participants.	http://www.ada.gov/t2hlt95.htm
	Section 504 of the Rehabilitation Act of 1973 No qualified individual with a disability should, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.	https://www.access-board.gov/the-board/laws/architectural-barriers-act-aba
	The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.	http://www.dol.gov/oasam/regs/statutes/age_act.htm
	Conflict of Interest The recipient and its sub-recipients must keep records to show compliance with the 24CFR576.404(a),(b) and records supporting exceptions to the personal conflicts of interest prohibitions.	Federal Code https://www.gpo.gov/fdsys/granule/CFR-2014-title24-vol3/CFR-2014-title24-vol3-sec576-404

ATTACHMENT G: EQUAL OPPORTUNITY POSTER (ENGLISH)

Equal Opportunity



IT IS AGAINST THE LAW

for the Department of Workforce Services (DWS),
Housing & Community Development Division,
a recipient of Federal financial assistance,
to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted in whole or in part under Section 109 of the Housing & Community Development Act of 1974 on the basis of the beneficiary's race, color, national origin, sex or religion.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

IF YOU THINK that you have been subjected to discrimination under Section 109 of the Housing & Community Development Act of 1974 financially assisted program or activity, you must file a complaint within 180 days from the date of the alleged violation with either:

- DWS Equal Opportunity Officer, Carolyn Parsons **(801) 526-9445**
email: cparsons@utah.gov
- DWS Customer Relations **(801) 526-4390** or 1-800-331-4341 or in writing to either DWS or the Civil Rights Center, as listed below.

Equal Opportunity/Customer Relations
Department of Workforce Services (DWS)
P.O. Box 45249
Salt Lake City, UT 84145-0249

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Ave. NW, Room N-4123
Washington, DC 20210

- If you file a complaint with DWS, you must wait until DWS issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the CRC. (see address above).
- If DWS does not send you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for DWS to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with DWS).
- If DWS does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

DWS 09-70-1112
jobs.utah.gov
Department of Workforce Services

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711.
Spanish Relay Utah: 1-888-346-3102.

ATTACHMENT H: EQUAL OPPORTUNITY POSTER (SPANISH)

Es contra la ley que el Departamento de Servicios de Empleo (DWS), que es recipiente de fondos federales, discrimine basandose en lo siguiente:

- En contra de cualquier individuo en los Estados Unidos a causa de su raza, color, religión, sexo, origen nacional, edad, incapacidad, afiliación política o creencia; y
- En contra de cualquier beneficiario de programas que reciben asistencia financiera bajo el Título I del Decreto de Inversión en Empleo de 1998 (WIA), basandose en que si es o no es ciudadano o inmigrante legal autorizado para trabajar en los Estados Unidos, o en la participación del individuo en cualquier programa o actividad que recibe fondos por medio de Título I de WIA.

El Departamento de Servicios de Empleo (DWS) no debe discriminar en ninguna de las siguientes areas:

- En la decisión de quien sera admitido o tendra acceso a cualquier programa o actividad que recibe fondos por medio del Título I de WIA;
- En proporcionar oportunidades o en el trato de cualquier persona en respecto a tal programa o actividad; o
- En hacer cualquier determinación de empleo en la administración de o en conexión con tal programa o actividad.

Qué Debe Hacer Si Usted Cree Que Lo Han Discriminado

Si Usted piensa que ha sido sujeto a la discriminación bajo un programa o actividad que recibe fondos por medio de Título I de WIA, usted debe presentar una demanda o queja dentro de 180 dias a partir de la fecha en que la supuesta violación ocurrió ante:

El Estado de Utah, Oficial de Igualdad de Oportunidad del Departamento de Servicios de Empleo/ Oficina de Servicio al Cliente al (801) 526-4390 o al 1-800-331-4341 o por escrito al Departamento de Servicios de Empleo o al Centro de Derecho Civiles a los siguientes domicilios:

(Las personas mudaz o sordas pueden llamar a: State Relay al 1-800-346-4128)

Equal Opportunity/Customer Relations
Center (CRC)
P.O. Box 45249
Salt Lake City, UT 84145-0249

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Ave. NW,
Room N-4123
Washington, DC 20210

Si presenta una queja ante el Departamento de Servicios de Empleo (DWS), debe esperar a que este departamento dicte un Aviso de Acción Final o hasta haber transcurrido 90 dias segun lo que ocurra primero de estas dos, antes de presentar queja con el Centro de Derechos Civiles (CRC) al domicilio antedicho.

Si DWS no le envia por escrito un Aviso de Acción Final dentro de 90 dias de la fecha en que Usted inicio su queja, no necesita esperar a que el DWS dicte tal Aviso para presentar su queja ante el Centro de Derechos Civiles (CRC). Sin embargo, si necesita presentar su queja ante el CRC, se debe de hacer antes de 30 dias a partir del plazo dado de 90 dias, es decir, a más tardar 120 dias de la fecha en que primero presentó su queja o demanda ante el DWS.

Si el DWS le otorga un Aviso de Acción Final pero Usted no esta satisfecho con la decisión o resolución, puede presentar su queja ante el CRC. Debe hacer esto antes de 30 dias despues de haber recibido el Aviso de Acción Final.



DWS 09-15S-0201 NCR

Igualdad De Oportunidad