# **State of Utah**



# **Request for Proposal (RFP)**

Fiscal Year 2020

# **Homelessness Funding**

# PRE-PROPOSAL MEETINGS: March 14 or 15, 2019

PART 1 of the APPLICATION <u>DUE</u>: Monday, March 25, 2019 at 5:00 p.m.

APPLICATIONS <u>DUE</u>: Tuesday, April 9, 2019 at 5:00 p.m.

**CONTRACT PERIOD: July 1, 2019 – June 30, 2020** 

AMENDMENT DATE	PAGES
March 13, 2019	Page 43 – Changes made to align with new budget Page 20 – "Homelessness Budget" section
	Pages 21, 28, 30 – Removed "Single Audit" attachment
	Pages 28, 31 – Change in attachment score
March 20, 2019	Pages 26, 40 – Case Management Certification
	Requirement

# **HOMELESSNESS FUNDING**

Department of Workforce Services – Housing and Community Development Division

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## FISCAL YEAR 2020 HOMELESSNESS FUNDING

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

#### **Funding Priorities**

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

- <u>Home, Together</u>, the Federal Strategic Plan to Prevent and End Homelessness.
- The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and the Emergency Solutions Grant (ESG), which together focus on a community-wide commitment to ending homelessness.

#### Homelessness Funding Grant Sources

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

#### **Funding Purposes**

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

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

#### The DWS Housing and Community Development, Homelessness Programs Office 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 local homeless systems, Continuum of Care (CoC) priorities, local municipalities, and local homeless coordinating committees (LHCCs) 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.

#### HOMELESSNESS FUNDING PROJECT TYPES

DWS, HCD Homelessness Funding can be used to provide a wide range of services and supports under **ten project types.** Funding aligns with the federal HUD policies, procedures, measurements and system outcomes for the project types listed below. Exceptions may be made upon approval by HCD and dependent on the actual funding source of the grant contract. Please refer to the "Allowable Activities by Project Type" document for detailed activities allowed under each project type.

**Diversion** activities are designed to fund HCD grant recipients' and sub-recipients' to administer diversion assessments to clients who present at an emergency shelter "front door", another program or system entry point where individuals or families are seeking a place to stay.

<u>Emergency Shelter</u> activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. Emergency Shelter includes Day Shelter programs and medical respite care for individuals staying 90 days or less.

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

<u>Homelessness Prevention</u> activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation through housing relocation and stabilization services and short- and medium-term rental assistance.

**Permanent Supportive Housing for Persons with Disabilities (PSH)** Community-based housing without a designated length of stay for individuals with disabilities and families in which one adult or child has a disability. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. Homeless end-of-life care would qualify as PSH.

<u>Rapid Re-Housing</u> activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and providing short- and medium- term rental assistance. §576.104

<u>Single Room Occupancy</u> provides rental assistance in connection with the moderate rehabilitation of residential properties that, when renovations are completed, will contain upgraded single occupancy units for individuals who are homeless.

<u>Street Outreach</u> activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, or critical health services. §576.101

<u>Transitional Housing</u> - Housing where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within a 24 month period. The program participant must have a lease or occupancy agreement for a term of at least one month that ends in 24 months. Transitional Housing is prioritized for domestic violence and youth projects. Homeless respite care for individuals staying more than 90 days will also be categorized as transitional housing.

<u>Other</u> Projects that benefit people experiencing homelessness that absolutely <u>do not</u> fall under any of the other project categories listed above.

#### PERFORMANCE MEASURES AND OUTCOMES

DWS, HCD Homelessness Funding provides statewide support of project services and interventions that focus on making episodes of homelessness **rare, brief, and nonrecurring**. The three key system measurements of progress in alignment with *Home, Together* and the HEARTH Act for HCD Homelessness Funding are to:

- 1. Reduce the rate of first time homelessness;
- 2. Reduce the time individuals and households remain homeless; and
- 3. Reduce returns to homelessness.

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

#### **CONTRACT PERFORMANCE MEASURES**

Contract performance measures were developed by DWS HCD. These measures were reviewed and approved by the State Homeless Coordinating Committee. Performance measures are largely influenced by the HUD System Performance Measures. Funded projects must set individualized targets based on project specifics. Measures are reported quarterly throughout the contract year, and in a final annual report.

#### **General Measures for ALL Program Types:**

- Number of clients served
- Number of adults served
- Number of project leavers
- Average length of stay in project
- Number of exits into a permanent destination
- Number of returns to homelessness for project participants who exited to a permanent destination 2 years prior
  - o Number of returns within 6-12 months
  - o Number of returns in 2 years

#### Program Specific Measures:

#### Diversion

• Number of diversion assessment, diversions from shelter and diversion shelter referral

#### **Emergency Shelter**

- Number of anticipated bed count for funding year
- Median length of shelter stay
- Percent of participants staying more than 14 days who receive a VI- SPDAT
- Percent of participants with a VI-SPDAT score greater than 5 who received a SPDAT

#### **HMIS Comparable Database**

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

#### **Homeless Prevention**

- Number of adults gaining or increasing employment and non-employment income
- Number of adults enrolled in mainstream benefits

#### **Permanent Supportive Housing**

- Number of adults gaining or increasing employment and non-employment income
- Number of adults enrolled in mainstream benefits
- Number of participants receiving SPDAT assessment quarterly as a case management tool
- Number of participants exiting to or retaining permanent housing

#### **Rapid Rehousing**

- Number of adults gaining or increasing employment and non-employment income
- Number of adults enrolled in mainstream benefits
- Average length of time between project start date and housing move-in date

#### **Single Room Occupancy**

- Number of adults gaining or increasing employment and non-employment income
- Number of participants exiting to or retaining permanent housing

#### **Street Outreach**

- Number of participants enrolled from a place not meant for habitation
- Number of participants exiting to a temporary destination, institutional setting or permanent destination

#### **Transitional Housing**

- Number of participants receiving SPDAT assessment quarterly as a case management tool
- Number of adults gaining or increasing employment and non-employment income
- Number of adults enrolled in mainstream benefits

#### SYSTEM PERFORMANCE MEASURES

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

(https://www.hudexchange.info/programs/coc/system-performance-measures/, https://www.hudexchange.info/resources/documents/system-performance-measures-in-context.pdf)



# **Homelessness Funding**

# **Pre-Proposal Meetings**

## Thursday, March 14, 2019 9:00 a.m. - 12:30 p.m.

## <u>OR</u>

## Friday, March 15, 2019 9:00 a.m. - 12:30 p.m.

#### PRE-PROPOSAL MEETING INFORMATION:

- There are two similar pre-proposal workshops offered to accommodate varying schedules
- Agency attendance <u>is required</u> to be eligible to apply for the grant
  - The required training will be recorded and only be available to agencies who had a representative participate in a Pre-Proposal meeting
- We strongly recommend in-person attendance
- The options for attending a meeting are: in-person, online or by phone
- Questions and responses will be posted online at <u>https://jobs.utah.gov/housing/</u> or within the WebGrants software

IN-PERSON (Preferred)	ONLINE	PHONE
Thursday, March 14 DWS Metro Employment Center 720 S 200 E, Salt Lake City, UT 84111 Room 100 9:00 a.m 12:30 p.m. Friday, March 15 Department of Workforce Services Administrative South Building 1385 South State Street, Salt Lake City Room 157 9:00 a.m 12:30 p.m.	https://tinyurl.com/2020 AppTraining 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.	<u>1-877-820-7831</u> Passcode 737224
*Bring your ov	vn copy of the RFP to reference	е

# QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS OR GRANT APPLICATION PROCESS SHOULD BE DIRECTED TO HomelessnessGrants@utah.gov

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

# **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
  - Projects with a religious affiliation are to provide assurances that grant funds will not require client participation in religious practices in order to receive services
- Entities or projects that <u>have not</u> been suspended for failure to perform under the terms and conditions of a prior grant administered by DWS
- Primary agencies providing direct client services and required HMIS project data entry. An agency providing services on behalf of another agency (primary agency) as part of a single project will **not be** eligible to apply, but will coordinate applications, and subcontract for direct client services with the primary agency, if applicable, and will be identified in the primary agencies funding request submission

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

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

#### HOMELESSNESS PROGRAM REQUIREMENTS

- Funded Projects must be open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation
- Entities will be required to actively participate in:
  - Local homeless service systems identified by the State Homeless Coordinating Committee. These systems include: Continuum of Care (CoC), Coalitions and Local Homeless Coordinating Committee (LHCC)
  - The Utah Homeless Management Information System (UHMIS); or a comparable database if domestic violence service providers
  - o Data quality improvement initiatives
- Compliance in policies and procedures overseen by the DWS Housing and Community Development Division, and the local homeless service systems including coordinated entry, diversion, client assessment and housing prioritization
- Cash match will be required dependent on funding source

#### PERIOD OF PERFORMANCE AND MONITORING

- Contracts are for a one-year period, from July 1, 2019 to June 30, 2020.
- Organizations must:
  - o Meet reporting requirements for the contract as required by HCD
  - o Enter data, collect information, compile and submit reports related to individual projects
  - o 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
  - 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
  - $\circ~$  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 a distributed by reimbursement and only for allowable expenditures approved through the application process or negotiated with HCD; funds are <u>not</u> distributed in a lump sum
- Invoices for reimbursement must be submitted through WebGrants; at a minimum of quarterly
- Project Scope of Work requirements are based on applications, SHCC Allocation Committee recommendations, performance measures and the funding source utilized
- Contract terms and conditions are based on the funding source allocated to the contract
- HCD reserves the right to award partial grants

#### **APPLICATION TIMEFRAME**

- Part 1 of the WebGrants application WILL CLOSE Monday, March 25, 2019 at 5:00 P.M.
- The entire WebGrants application WILL CLOSE Tuesday, April 9, 2019 at 5:00 P.M.
- The application does not need to be completed in one WebGrants session
- The Application Forms can be completed and altered as needed at any time before the application closes
- Ensure all Forms are complete and application is "Submitted" before the application closes

#### **PROPOSAL SUBMISSION**

- Proposals will only be accepted through the WebGrants system
- Applicants submit proposals that may contain multiple project budgets
- <u>**DO NOT**</u> include additional information not requested in the RFP and Application Packet such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring
- Applicant must bear the cost of preparing and submitting proposal
- All requested documents must be attached at the time of submission. No opportunity will be offered for correcting application after the application submission deadline
- Late or incomplete proposals will <u>NOT</u> be accepted

#### **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) whose proposals are determined to best meet the objectives of DWS, HCD, and SHCC; taking into consideration all factors set forth in this RFP
- DWS reserves the right to reject any and all proposals, or withdraw an offer at any time
- During the proposal review period, applicants must be available to answer questions or provide clarification

 Successful proposals will be open to public inspection after grants are awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open, unless applicant requests in writing that trade secrets or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the application. This form can be found at <u>https://archives.utah.gov/rim/forms/GRAMA-business-confidentiality.pdf</u>

#### **IF YOU HAVE QUESTIONS**

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

#### 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 <a href="https://jobs.utah.gov/housing/">https://jobs.utah.gov/housing/</a>
- All addenda will be posted by 5:00 p.m. on Monday, March 25<sup>th</sup>

March 25, 2019	Part 1 of the WebGrants application due by 5:00 p.m.		
April 9, 2019	Application Due - WebGrants application closes at 5:00 p.m.		
April 12, 2019	Allocation Committee training		
April 24-25, 2019	Allocation Committee proposal review and recommendations		
First week in May	Notify applicants of recommendations		
May 8, 2019	Allocation Committee recommendations presented to State		
	Homeless Coordinating Committee		
July 1, 2019 – June 30, 2020	Contract Period		

#### TIMELINE AND PROPOSAL REVIEW PROCESS

# **APPLICATION INSTRUCTIONS**

- Each application can be used to request funding for up to <u>FOUR</u> unique HMIS projects. If the agency is requesting funding for <u>FOUR or fewer</u> unique HMIS projects, all projects will be entered on a single application.
- If the agency is requesting funding for <u>FIVE or more</u> unique HMIS projects, group similar project types together. Please use the resource "RFP Application Planning Worksheet" for help in determining the number of applications required.
- The 2020 Homelessness Funding application has multiple *Application Forms* to be submitted in <u>two</u> <u>separate phases</u> (Part 1 and Part 2).

#### **FIRST PHASE**

#### 

**Part 1 "Pre-Application" Forms** need to be completed and submitted to HCD for review and approval <u>before</u> access to Part 2 "Final Application" Forms are available. Access **Part 1** from "Funding Opportunities".

- 1) General Information
- 2) Project Information (can be completed for up to 4 projects per application)
- 3) Additional Contact Information
- 4) Agency Overview

#### **SECOND PHASE**

**Part 2 "Final Application" Forms** are also accessible from **"Funding Opportunities**". **Part 2** can only be accessed once review and approval has been done by HCD.

- 1) Funding Purpose (can be completed for up to 4 projects per application)
- 2) Project Inventory (can be completed for up to 4 projects per application)
- 3) Project Allowable Activities
- 4) Project Description (can be completed for up to 4 projects per application)
- 5) Funding Gap Analysis
- 6) Homelessness Budget
- 7) Application Attachments

#### STARTING OR CONTINUING AN APPLICATION

- 1) Login to WebGrants, or Register at: <a href="https://webGrants.utah.gov">https://webGrants.utah.gov</a>
- Select Funding Opportunities. <u>All</u> actions taken while completing the application(s) will be done in the Funding Opportunities. In the past, applicants have used *My Applications* to update and/or complete the process. In WebGrants 3, *My Applications* will only produce a PDF of the work done in the application.
- 3) Select 2020 Homelessness Funding
- 4) Review the **Opportunity Details,** scrolling down toward the bottom of the page while reviewing the **FAQs** and **Website Links** provided as resources. This is also the page where applicants can ask questions regarding the application. See Ask a Question section below.
- 5) Scroll to the **Attachments** section. Open and review the information in the following documents:
  - □ **RFP Planning Worksheet** Use this as a guide to map the Projects for which application is being made. Assists in determining how many applications to complete and how to group them.

- □ **Supplemental RFP Instructions** (this document) HCD recommends that you print these instructions for reference as you navigate the WebGrants application.
- Budget Worksheet (Application Phase Two, Form 10) For reference only, provided as a guide to assist in planning. It is the same as the Budget Form in the application, except WebGrants allows application and budgeting for up to 4 individual Project Types using one of the 4 available Category III field. Do <u>NOT</u> attach to WebGrants.
- Project Descriptions; and Allowable Activities Descriptions by Project Type Information to help familiarize users with the Projects, Services, and Activities which may be funded through this application. For reference only.
- Direct and Indirect Template This worksheet is a simple, generalized guide to help determine how to categorize expenses. For reference only.
- DV Comparable Database Checklist The components that a functioning Comparable Database must include, and the reports it should produce that facilitate reporting.
- □ **List of All HMIS Project Names by Agency** If applicant is currently using HMIS, and is unsure about the EXACT HMIS Project name for the application, it should be listed in this document. Do <u>NOT</u> attach to WebGrants.
- □ **HMIS APR Upload Instructions** Instructions on running the ClientTrack APR Report for EACH HMIS project included in application for funding. These <u>MUST</u> be included with application submission.
- □ **DWS Sub-recipient PARA** Each organization shall provide a completed PARA Form with the application to facilitate the grant process. This <u>MUST</u> be included with application submission.
- 6) From the **Opportunity Details** page, choose step:
  - 1) Select **Start a New Application** in the upper right hand corner of the page.
  - 2) Continue a **Part 1** or **Part 2** application in **Editing** status by clicking on the title of the application.
  - 3) Click **Apply Final** for beginning **Part 2** after being approved by HCD for Part 1 submission.
  - 4) Ask a Question about the application content or process

Current Ap	plications					
	created applications, f		appear 2 To start	a new application for this opportuni	ty, Click the Start a New Application li	
ID		Part 2		Application Title	Status	, 3
00980	Final Application	Turtz	Test Final		Submitted	<u> </u>
00982	Pre-Application		Testing in Pr	rod1	Approved	Apply Final
	<b>&lt;</b>	Part 1				
Opportunit	y Details			Copy Existing A	pplication   Start a New App	lication   Ask A Quest
0964-202	0 Homelessn	ess Funding				<b>\</b>
					1	4
State Hom	elessness Fundi	na				

#### **GENERAL INFORMATION FORM**

- 1) After clicking **Start a New Application** or **Apply Final**, the applicant will be taken to the **General Information** page. Note: the application is assigned an ID number by default.
- 2) <u>Application Title</u> Enter in a Title that is meaningful to your agency and reflects the application contents. The agency may have more than 1 application in order to facilitate requests for all projects asking for funding. In this case, ensure your titles are unique.
- 3) <u>Primary Contact</u> This field auto-populates with the user starting the application. Any user associated with the agency will be able to work on the agency's application(s). If there should be a different user as the Primary Contact for the agency, the drop-down list reflects all users associated with the agency. Select the registered user associated with your agency who will be Application Point of Contact. This is a great opportunity to ensure the associated users at the agency list is current.
- 4) <u>Authorized Official</u> the field auto-populates with the individual who is authorized to act for the applicant organization and assume the obligations imposed by relevant laws, requirements, and conditions. This is a great opportunity to ensure the associated users at the agency list is current. If there are users who should, or should no longer, have access, contact <u>WebGrantshelp@utah.gov</u>.
- 5) <u>Organization</u> field populates with the agency associated with the user. If the user has more than one agency they are associated with, choose the appropriate agency name for the application.
- 6) Then click the **Save** button in the upper right hand corner of the WebGrants toolbar. This will save the **General Information** about your organization.
- 7) Next, click the **Go to Application Forms** button. This will take you to the **Application Forms**.

General Information		Go to Application Forms	D
System ID:	01014		
Project Title:	PreFinalTest		
Primary Contact:	Sarah Test Moore		
Organization:	Webgrants Testing Station		

#### **APPLICATION FORMS**

The Application Forms are different for **Part 1** and **Part 2**. All Forms are <u>NEW</u>. Each Form has a purpose and facilitates grouping of questions. Each Form can have multiple actions that the user needs to step through before clicking **Mark as Complete**. The Instructions on each Form should help, read them thoroughly.

#### Part 1 Application Forms:

Application: 01001 - Test Applicat	tion			
Program Area:	State Homelessness Funding			
Funding Opportunities: 00964 - 2020 Homelessness Funding				
Pre-Application Deadline:	04/07/2019			
Instructions				
Complete Part 1, and await approval from HC	CD. Once the <b>Part 1</b> has been reviewed, an ei n the appropriate <u>Funding Opportunity Title</u> , ar	nail will be sent from webgrants.utah.gov. When th Id choose continue. On the right hand side of the fi	e applicant logs back into the system, th rst section, click on <b>Apply Final</b>	
Complete Part 1, and await approval from HC will click on Funding Opportunities. Click or	CD. Once the <b>Part 1</b> has been reviewed, an ei n the appropriate <u>Funding Opportunity Title</u> , ar	d choose continue. On the right hand side of the fi	e applicant logs back into the system, th rst section, click on <b>Apply Final</b> ation Details   Submit   Withdra	
Complete <b>Part 1</b> , and await approval from HC will click on <b>Funding Opportunities</b> . Click or <b>Application</b> .	CD. Once the <b>Part 1</b> has been reviewed, an en the appropriate <u>Funding Opportunity Title</u> , ar <b>Form Name</b>	d choose continue. On the right hand side of the fi	rst section, click on Apply Final	
Complete <b>Part 1</b> , and await approval from HC will click on <b>Funding Opportunities</b> . Click or <b>Application</b> .	n the appropriate <u>Funding Opportunity Title</u> , ar	d choose continue. On the right hand side of the fi	rst section, click on Apply Final ation Details   Submit   Withdra	

#### Part 1 Application Forms are viewable, even editable, while completing Part 2 Application Forms:

#### Instructions Complete Part 1, and await approval from HCD. Once the Part 1 has been reviewed, an email will be sent from webgrants.utah.gov. When the applicant logs back into the system, they will click on Funding Opportunities. Click on the appropriate Funding Opportunity Title, and choose continue. On the right hand side of the first section, click on Apply Final Application **Application Forms** Application Details | Submit | Withdraw Form Name Complete? Last Edited 03/06/2019 General Information 1 03/06/2019 Part 1 - Project Information Part 1 - Additional Contact Information 03/06/2019 Part 1 - Agency Overview Part 2 - Funding Purpose 03/06/2019 Part 2 - Project Inventory Part 2 - Project Inventory Description 03/06/2019 Part 2 - Project Allowable Activities 03/06/2019 Part 2 - Funding Gap Analysis Part 3 - Attachments 2020 Homelessness Budget

The **Application Forms** page provides an overview of the application forms status; facilitates **Attachments** to be provided; and allows the application's administrative operations of viewing **Application Details**, **Withdraw**, or **Submit**.

#### \*NOTES:

- All application forms must have the "check" indicator in the "Complete?" column in order to submit the application. See next section, "Form Navigation"
- Use the resource provided in the **Funding Opportunity** "**RFP Planning Worksheet**" to track which Project you are applying for and the order they are entered into the application forms.
- WebGrants is not smart enough to complete all forms for one project at a time. Each Application
  Form will <u>need to be</u> completed for all Projects (up to FOUR) at time of entry. It will be helpful to
  write down which project is HMIS Project 1, HMIS Project 2, etc. to keep entry consistent.

As each **Application Form** is **Marked Complete**, a checkmark appears to indicate the WebGrants minimum requirements for completion are met. IT IS STRONGLY ADVISABLE to view **Application Details** before clicking **Submit** to <u>ensure</u> all requested **Attachments** are loaded, and the responses are accurate. Incomplete or missing entries <u>will lose</u> points during the review and scoring process.

#### FORM NAVIGATION

Application Forms have many functions:

- 1. Edit action, if utilized on the Application Form, will always be on the Top Navigation bar.
- 2. Add function, may be on the Top Navigation bar, <u>OR</u> in the top right-hand side of each section
- 3. A combination of both Add and/or Edit options
- 4. Save
- 5. Mark as Complete when all fields are complete
- 6. Go To Application Forms to return to the main Forms page

🏐 Menu   🧏 Help   📲 Log Out		Back	Print   Print	🧏 Delete   🧭 Edit   🔚 Save
W Application	TOP NAVIGATION BAR	J		1 4
Application: 01001 - Test Application				
Program Area: Sta	te Homelessness Funding			
Funding Opportunities: 009	64 - 2020 Homelessness Funding			
Pre-Application Deadline: 04/	07/2019			
Instructions				
Project Information - Part 1				
Each application can be used to request funding	g for up to <u>four</u> unique HMIS projects. If If your agency is requesting funding for			and a set there are the mostly and Discourse
use the resource "RFP Application Planning" for			e milo projecto, group .	6 project types together. Please
				Go to Application Forms   Add
use the resource "RFP Application Planning" fo	r fielp in determining the number of app h HMIS Project, select the blue Add link, lo	cations required.	Mark as Complete	Go to Application Forms   Add
use the resource "RFP Application Planning" fo General Information To add information requested in this section for eac	r help in determining the number of app h HMIS Project, select the blue Add link, lo oject (Up To Four) until all data has been e	cations required. 5 cated on the n <del>ym sid</del>	Mark as Complete	Go to Application Forms   Add whave completed an entry for all fiel
use the resource "RFP Application Planning" for General Information To add information requested in this section for each select Save. Repeat this process for each HMIS Pri	r help in determining the number of app h HMIS Project, select the blue Add link, lo oject (Up To Four) until all data has been e	cations required. 5 cated on the n <del>ym sid</del>	Mark as Complete	Go to Application Forms   Add whave completed an entry for all fiel
use the resource "RFP Application Planning" for General Information To add information requested in this section for eac select Save. Repeat this process for each HMIS Pr Project Type HMIS Project Name Project	r help in determining the number of app h HMIS Project, select the blue Add link, lo oject (Up To Four) until all data has been e Address City State Zip Code APR C	ications required. 5 cated on the ngm sic nered into the sector SV Zip file Proje	Mark as Complete e of the section. When you n. ct Status description	Go to Application Forms   Add a have completed an entry for all fiel Funded Prior Project Service 2
use the resource "RFP Application Planning" for General Information To add information requested in this section for each select Save. Repeat this process for each HMIS Pr Project Type HMIS Project Name Project General Information - Part 1	r help in determining the number of app h HMIS Project, select the blue Add link, lo oject (Up To Four) until all data has been e Address City State Zip Code APR C webpage. When the response for this ques	ications required. 5 cated on the ngm sic nered into the sector SV Zip file Proje	Mark as Complete e of the section. When you n. ct Status description	Go to Application Forms   Add a have completed an entry for all fiel Funded Prior Project Service 2

Use these functions as you work through each **Application Form**. Not all questions require an answer, but it is HIGHLY advisable all questions have responses that are concise and thorough.

#### **PHASE 1 - PART 1 APPLICATION**

#### Part 1 – Project Information:

Click **Add** to add each *Project Type*, up to 4 in each application, that you are applying for. If you have more than 4 unique *Project Type/HMIS Project Name* with *Unique Address* combinations, start an additional application.

General Information	
	r each HMIS Project, select the blue Add link, located on the right side of the section. When you have completed an entry for all fields, S Project (Up To Four) until all data has been entered into the section.
Identify the Type of Project the application will	be for. (Please choose one)
Project Type*	Project Types can be found in the HELP button and in the Funding Opportunity Attachments "SHCC Priorities Description FY20"
	e application is for. ct, enter NEW. The HMIS team will contact you to provide guidance. em (HMIS) is the software in which all projects receiving grants must enter client data, unless legally prohibited.
HMIS Project Name	
	Please check "List of all HMIS Project Names by Agency" for exact HMIS names.
Enter the address of the Project for which fun	ding application is being made.
Project Address	
City	
State	Utah 🔻
Zip Code	
The APR should be run for July 1, 20	)18 through March 31, 2019.
APR CSV Zip file	Choose File No file chosen Click HELP if a New or DV project and cannot provide a CSV Zip File.
Project Status description	T
Did this project receive HCD funding for curre Gateway to Housing or Tenant Based Rental	nt fiscal year (SFY19) including funding approved through the State Homeless Coordinating Committee, Operation Rio Grande (ORG), Assistance?
Funded Prior	Yes <b>v</b>
Identify the County(ies) that the project is prov	riding services for.
Project Service Area	Beaver

Once your Project Information has been entered, ADD a CSV ZIP file folder to each Project if they are an existing project in HMIS and click **Save**.

 \*NOTE: Use the resource provided in the Funding Opportunity "RFP Planning Worksheet" to track which Project you are applying for and the order they are entered into the application forms.
 \*NOTE: WebGrants is not smart enough to complete all forms for one project at a time. Each Application Form will be completed for all Projects (up to FOUR) at time of entry. It will be helpful to write down which project is HMIS Project 1, HMIS Project 2, etc. to keep entry consistent. On the **Project Information Form**, the **Add** is on the right-hand side of the Section, and **Edit** is on the Top Navigation Bar. Both actions need to be completed before **Mark as Complete** is clicked. If the information needs to be edited before final application submission, most **Applications Forms** will allow edits, just click on the title of the **Form**, make the edits and save. The **Mark as Complete** option will not appear a second time.

🅎 Menu   🧟 Help   🌄 Log Out	Sav Back   🖄 Print   🧼 Add   🎉 Delete   🛃 Edit   🔛 Sav
<b>₩</b> Application	
Application: 00989 - This is for the Application Title - by	/ project is currently on the table
Program Area: State Homelessness	Funding
Funding Opportunities: 00964 - 2020 Homele	ssness Funding
Pre-Application Deadline: 04/07/2019	
Instructions	
	te HMIS projects. If your agency is requesting funding for <u>FOUR</u> or fewer unique HMIS projects, all uesting funding for <u>FIVE</u> or more unique HMIS projects, group similar project types together. Please the number of applications required.
Project Inventory	Mark as Complete   Go to Application Forms   Add
To add information requested in this section for each HMIS Project, select select Save. Repeat this process for each HMIS Project (Up To Four) unt	the blue Add link, located on the right side of the section. When you have completed an entry for all fields, il all data has been entered into the section.
Project Type HMIS Project Name Project Address City State	Zip Code APR CSV Zip file Project Status description Funded Prior Project Service Area
Project Inventory Information	
This is a required field. select Edit at the top of the webpage. When the re	esponse for this question is updated, select Save. Then Mark this section Complete.
Is the agency willing to accept federal funds?	
Federal Funds* Yes	

# On the **Additional Contact Form** the **Add** action is on the Top Navigation bar. **Add** and **Save** for each Staff Title identified in the drop down list.

🏤 Menu   🤷 Help	Log Out	Ба	ck   🔙 Print   🥐 Add   渊 Dele	ete   🕜 Edit   🔚 Sav
Implication				
Application: 00989 -	This is for the Appl	ication Title - by project is currently on the t	able	
	Program Area: State	Homelessness Funding		
Funding	Opportunities: 00964	4 - 2020 Homelessness Funding		
Pre-Applic	ation Deadline: 04/07	7/2019		
Instructions				
Additional Contact Informa	ation			
Note: This is a Multi-part for	m; follow instructions care	afully!		
Save. Repeat this process for	or each line item in the se	is, select the blue Add link, located on the right side of the ction until all data has been entered into the section. your 4 HMIS Project applications, then note the project		
When you have completed t	he entire form be sure to	Mark as Complete.		
Additional Contact(s	)		Mark as Complete   Go	to Application Forms
Coordinator.		ain contact(s) for: <u>Data Management</u> , <u>Reimbursement Cla</u> requesting funds for will be providing services. Add rows		<u>ght</u> , and <u>Project Site</u>
When all Information for age	ncy contacts have been e	entered, click Submit		
Title	Name	Project Name(s)	Email	Phone Number
Contract Administrator	Sarah Moore	HMIS Project 1 name HMIS Project 2 name	wessarah@gmail.com	801-834-4609

#### Add in the requested information:

Additional Contact(s)	
Coordinator.	e the main contact(s) for: <u>Data Management</u> , <u>Reimbursement Claims</u> , <u>Contracting and Programmatic Oversight</u> , and <u>Project Site</u> rojects requesting funds for will be providing services. Add rows as necessary.
When all Information for agency contacts have	e been entered, click Submit
Staff Contact Information Identify contact information for staff whom He	CD can contact with specific questions.
Title*	Contract Administrator
Name	Sarah Moore
Project Name(s)	HUIS Project 1 name HUIS Project 2 name
Email	wessarah@gmail.com
Phone Number	801-834-4609
	Return to Top

The next **Application Form** is **Agency Overview** and has questions that should be completed once per agency.

Clearly define how your request for funding supports projects providing interventions statewide that focus on making episodes of homelessness rare, brief, and non-recurring.

How does the funding request for this project integrate with the collective efforts to serve the homeless population within the community?

List the community partners that your agency actively coordinates with to provide services. Define the activities the partnership provides. (List your leveraging partners for the projects being applied for. Attach documentation, if you'd like.)

Describe 3 ways that your organization implements best practices of the Housing First Model.

Describe how the agency engages people currently experiencing homelessness or those with lived experience in decision making.

Please identify at least 3 specific areas or topics that the agency would be interesting in receiving technical assistance or training from the Housing and Community Development Division in new State Fiscal Year (SFY).

#### PART 1 APPLICATION FORMS SUBMISSION

Click **Save** when the responses are accurate, and click **Mark as Complete**. WebGrants will return to the **Application Forms** page, where, if all fields are completed, the next step is to click **Submit**. This submits the **Part 1** to HCD for review and approval. The user will receive an email notification like this:

From: <<u>WebGrants@utah.gov</u>> Date: Thu, Mar 7, 2019 at 11:27 AM Subject: WebGrants - Application - 0xxxx - Submitted To: <XXXXXXXXXXXX> \*\*\*\* Do Not Respond to This Email \*\*\*\*

The following application has been submitted: Number: 0xxxxx Name: Rapid Rehousing Program Area: State Homelessness Funding Grantee Organization: WebGrants Testing Station Grantee: HCD Tester 5

If this change requires your attention, you may log into the WebGrants grants management system at the following location: http://WebGrants.utah.gov When **Part 1** receives Review and Approval from HCD, the user will also get notified with an email similar to:

From: <<u>WebGrants@utah.gov</u>> Date: Thu, Mar 7, 2019 at 11:29 AM Subject: WebGrants - Pre-Application – 0xxxx - Approved To: <XXXXXXXX> \*\*\*\*\* Do Not Respond to This Email \*\*\*\*

Dear HCD Tester 5,

The following pre-application has been approved: Number: 0xxxx Name: Rapid Rehousing Program Area: State Homelessness Funding

You may now return and start your final application. If this change requires your attention, you may log into the WebGrants grants management system at the following location: <u>http://WebGrants.utah.gov</u>

#### PHASE TWO - ACCESS TO PART 2 APPLICATION FORMS

Once notification of **Part 1** approval is received, log back into WebGrants and again click **Funding Opportunities** and then **2020 Homelessness Funding**. On the right-hand side, click on **Apply Final** (3 below).

-	ng Opportuniti	103				
	plications created applications, f k on the Copy Existing		appear 2 To start	a new application for this opportun	ity, Click the Start a New Application	link or to copy data from an old
ID		Part 2		Application Title	Status	, 3
00980	Final Application	Tartz	Test Final		Submitted	¥
00982	Pre-Application	Dout 1	Testing in P	rod1	Approved	Apply Final
Opportunit	y Details	Part 1		Copy Existing A	Application   Start a New App	blication   Ask A Questi
0964-202	20 Homelessn	ess Funding			<u> </u>	<b>\</b>
State Hom	elessness Fundi	ng			1	4

The Application Forms for Part 2 are:

- 1) Funding Purpose (can be completed for up to 4 projects per application)
- 2) Project Inventory (can be completed for up to 4 projects per application)
- 3) Project Allowable Activities
- 4) Project Description (can be completed for up to 4 projects per application)
- 5) Funding Gap Analysis
- 6) Homelessness Budget
- 7) Application Attachments

**<u>\*NOTE</u>**: Use the resource provided in the **Funding Opportunity** "**RFP Planning Worksheet**" to track which Project you are applying for and the order they are entered into the application forms.

**<u>\*NOTE</u>**: WebGrants is not smart enough to complete all forms for one project at a time. Each Application Form will be completed for all Projects (up to FOUR) at time of entry. It will be helpful to write down which project is HMIS Project 1, HMIS Project 2, etc. to keep entry consistent.

**Funding Purpose Form** – 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.

**Project Inventory Form** – Please describe the expected outcomes for the service or activity provided under this program. Where possible, the description should reference the SHCC 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.

**Project Allowable Activities Form** – Indicate activities for each Project Type that will be provided with this funding.

**Project Description** – 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, count of agency-wide case managers and how many have or will complete the Case Management Certification through Department of Health and Human Services.

The definition of case management from the National Association of Case Managers: *case* management is a process that assists the person to achieve the greatest possible degree of selfmanagement of disability and/or life challenges. The individual/family and the practitioner plan, coordinate, monitor, adjust, and advocate for services and supports directed toward the achievement of individualized, personal goals for community living.

Based on this definition, Staff who may not have a case load but are providing these types of services should be certified. Information can be found at <a href="https://dsamh.utah.gov/education/certification/case-management">https://dsamh.utah.gov/education/certification/case-management</a>

The email to ask any additional questions that the website doesn't cover is: <u>dsamhcasemanagement@utah.gov</u>

#### Funding Gap Analysis –

- 1) List leveraging for each Project Type funding is being requested.
- 2) Indicate any funds that could be used as a cash Match, if necessary.
- 3) Ensure all resources supporting the Type of Projects in the application is accurate.

#### Homelessness Budget –

- 1) Complete Category I only if the agency has a Negotiated Indirect Cost Rate <u>Agreement</u> (NICRA), or is choosing to use a deminimus rate.
- 2) Complete Category II for reasonable <u>direct</u> Administrative costs associated with administering the Projects in the application.
- 3) Complete one Category III for each HMIS Project in the application, up to FOUR.

#### ATTACHMENTS

Click on "Attachments Checklist" to view the list of suggested documents to be attached. Attach the following:

- □ Sub-recipient PARA
- DWS-HCD Homelessness Funding, Housing First Agreement
- □ Authorized WebGrants System Users
- HUD Data Quality Report, ran separately for EACH HMIS Project in the application for FY19 July 1, 2018 March 31, 2019. If there is no data for FY19, attach a Word Document stating this is a new project that did not exist in the applicable fiscal year.
- PDF, clearly labeled with FY, of the HMIS Annual Performance Report (APR) for July 1 through March 31 in FY18 and FY19, **ran separately** for **EACH HMIS Project** in the application; or HMIS Service Summary Report for diversion projects. For DV Providers and agencies not currently participating in HMIS, upload applicable agency records. If there is no data for FY18 and FY19, attach a Word Document stating this is a new project that did not exist in the applicable fiscal year(s).
- PDF, clearly labeled with FY, of the HMIS 2019 System Performance Measures Report for July 1 through March 31 in FY18 and FY19, ran separately for EACH HMIS Project in this application that is <u>Emergency Shelter</u>, <u>Permanent Supportive Housing</u>, <u>Rapid Rehousing</u>, <u>SRO</u>, <u>Street Outreach</u>, or <u>Transitional Housing</u>. Not applicable for DV agencies and agencies not currently participating in HMIS. If there is no data for FY18 and FY19, attach a Word Document stating this is a new project that did not exist in the applicable fiscal year(s).
- □ Letter of Support from the Local Homeless Coordinating Committee for new applicants, including projects not funded in FY19 by HCD Homelessness Funding.
- $\hfill\square$  Project Specific Policy and Procedure documentation
- Most Recent Single Audit, If your charitable nonprofit receives money from the federalgovernment and expends more than \$750,000 of federal dollars in a single fiscal year, theorganization is most likely required to have an independent financial audit referred to as a "Single-Audit." https://auditor.utah.gov/local-government-2/reporting requirements/non-profitorganization reporting/, if applicable-
- □ Subcontract/MOU Agreement with any agency with whom funds are, or will be sub-awarded to, if applicable
- □ NICRA If the organization has a federally approved Negotiated Indirect Cost Rate Agreement, if applicable

<u>\*Note:</u> 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 **Application Forms** is not checked.

- To attach any the above documents to your application click Add, then Browse to find the file on your desktop or hard drive that you want to attach.
- Select the file you want to attach and click Attach File and name the file appropriately.
- Repeat steps 2-4 for each file you want to attach. After you have attached the requested documents, click Return to Application Forms. This will take you back to the Application Forms page, and you should see a checkmark indicating the Attachments Form is complete.

#### **REVIEW THE APPLICATION**

Congratulations, you're almost done! Once there are checkmarks on each completed **Application Form**, click on **Application Details** to review your completed application. If there is something that needs to change, click on any of the Application Forms to make final edits. The **Mark as Complete** option will not appear a second time.

#### **SUBMISSION**

- Part 1 of the application is due no later than 5:00 P.M. Monday, March 25, 2019
- Full applications are due no later than 5:00 P.M. <u>Tuesday, April 9, 2019</u> IMPORTANT: The application will close in WebGrants. You MUST submit your completed application online, including the required attachments, electronically through WebGrants. This is accomplished by clicking on the "Submit" button.

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

	I	Y 20 HOMELESSN	IESS - ALLOCATIO	N COMMITTEE SCO	ORING				
Evaluator Number:			Group Number:						
Applicant Entity:			HMIS Project 1:						
Subcontracting Entity	/:		HMIS Project 2:						
			HMIS Project 3:						
			HMIS Project 4:						
PART ONE									
SHCC Allocation Com	mittee scoring guidance i	s used by committee m	nembers to review all p	projects within the appl	lication sub	mitted b	y the dea	dline. Each na	irrative
	points unless otherwise s	•	•	• • • • • • • • • • • • • • • • • • • •			•		
	ollows: a score of 0-3 is a								
Agency Overview									
This section is comple	eted once for each applica	ation submitted even t	hough there may be u	o to four (4) different P	rojects in tl	he applic	ation.		
					If funded i	n FY19 by	/ SHCC, is	the project o	n track to
Project Type Informa	ition (up to 4 in application	on)			meet set t	-			
HMIS Project 1:	New	Level	Increase	Decrease			Yes	No	
HMIS Project 2:	New	Level	Increase	Decrease			Yes	No	
HMIS Project 3:	New	Level	Increase	Decrease			Yes	No	_
HMIS Project 4:	New	Level	Increase	Decrease			Yes	No	,
		<u> </u>	<u>I</u> I	<u>I</u>		Points	Agency		
Agency Narrative						Possible	Points Awarded		
1 Clearly define how	v your agency supports pr	rojects that focus on m	aking enisodes of hor	nelessness rare brief a	nd non-		Awaraca		
recurring.	your agency supports pr					10			
	early defines and gives cle	ear examples of how th	e agency supports ma	king episodes of homel	essness rar	e, brief a	nd non-re	ecurring.	
https://en	ndhomelessness.org/endi	ng-homelessness/solut	ions/crisis-response/						
2. How does the fund	ding request integrate wi	th the collective effort	s to serve the homele	ss population within th	ne				
community?						10			
The agenc	cy provides a clear descrip	tion of how the projec	t integrates with colle	ctive efforts in the com	munity, inc	luding ho	w the ag	ency participa	ates in CoC
-	tion committees, best pra		-			C			
	/w.utahcontinuum.org/uc								
	y partners that your ager		s with to provide serv	ices. Define the activit	ies the	40			
partnership provides			-			10			
· · · · · · · · · · · · · · · · · · ·	cy clearly outlines commu	nity partners and defir	es how each partners	nip coordinates.		-			

4. Describe 3 ways that your organization implements best practices of the Housing First Model.	10				
The agency provides three specific examples of how it implements Housing First best practices.					
https://www.usich.gov/resources/uploads/asset_library/Housing_First_Checklist_FINAL.pdf					
5. Describe how the agency engages people currently experiencing homelessness or those with lived experience in	10				
decision making.	10				
The agency provides specific examples of how homeless individuals are encouraged to provide feedback, and how	they use	feedbad	k in deci	sion mal	king.
https://www.usich.gov/news/people-with-lived-experience-must-be-meaningful-partners-in-ending-homelessness	5/				
6. Identify at least two specific areas or topics that the agency would be interested in receiving technical assistance or	N/A				
training from HCD in the new state fiscal year.	N/A				
Aggregate Project Performance					
Performance indicators for the entire project type regardless of funding sources. E.g. all Emergency Shelter, all Rapid Rehousi	ng etc -	not only	HMIS (o	or compa	rable
database) project that is being applied for in this application. Data should reflect the reporting periods for the first 3 quarters	-				
		(****) _) _			,
The data entered is for the entire project type, not only the HMIS project being applied for in this application. This					
is for your information in regards to the overall efforts of an agency in specific project types.	N/A				
Our well Gite Durdent hu Durie et Turre					
Overall Site Budget by Project Type					
This section is for information gathering and to demonstrate the cost of operating. E.g. How much does it cost for the Paramo	unt Site I	Homeles	s Resourd	ce Cente	r to
operate their Emergency Shelter program in total? How much does it cost for the Paramount Site Homeless Resource Center t	o operat	e the Ra	oid Reho	using Pro	ogram?
The applicant has clearly outlined the total site budget for each project type they are applying for, regardless of					
funding source.	N/A				
Total Agency Overview	50				
PART TWO					
		Droiget 1	Droiget 2	Droiget 2	Droiget (
Funding Purpose	Points	Project 1 Points	Project 2 Points	Project 3 Points	Project 4 Points
	Possible	Awarded	Awarded	Awarded	
2. State Homeless Coordinating Committee (SHCC) Purposes and Alignment	10				
Describe how the services provided with this funding will meet the goals of the funding priorities of the SHCC and how the system.	stem and	the clie	nts serve	d will be	better
The project aligns with the SHCC purposes - Homelessness Funding will emphasize diversion, emergency housing a	nd shelt	er, distin	ct housir	ng needs	and
client self-sufficiency, including placement in meaningful employment, occupational training activities, and/or spe	cial servi	ces to m	eet the u	inique ne	eeds of
the homeless. See RFP page 3 "Funding Purposes".					

3. Project SMART Goals	10				
Provide at least two goals that will be accomplished through implementation for each specific project.	-	-		-	
The agency clearly outlines two Specific, Measureable, Attainable, Timely and Realistic goals. The goals include all	compon	ents.			
4. Describe Project Goals	10				
How does the project:				•	
-Reduce the rate of first time homelessness;					
-Reduce the time individuals and households remain homeless;					
-Reduce returns to homelessness.					
The agency demonstrates how the project impacts the goals for ending homelessness in Utah.					
5. Community/LHCC, CoC, or Coalition Involvement	10				
How does the funding request for this project integrate with the collective efforts to serve the homeless population within th	e commi	unity, and	d the pri	orities of	the
LHCC, CoC or Coalition?					
The agency clearly describes how the project aligns with best practices for community involvement.					
6. Timeframe for Implementation	10				
Describe the project's timeline for funding implementation if awarded. The time frame for implementation is reasonable and	realistic	and fits v	within th	e timelir	e of the
contract period.					
The time frame for implementation is reasonable and realistic and fits within the timeline of the contract period.					
7. Contingency Plan	10				
Describe the contingency plan for this project if it is not prioritized for funding.					
There is an clear contingency plan for if the project is not prioritized for funding.	-		_		
8. Sustaining Services	10				
If the project was not funded in a prior year, or there was a change in funding prioritization, the agency has a clear plan for su	ıstaining	services	for the i	ndividua	ls
If the project was not funded in a prior year, or there was a change in funding prioritization, the agency has outlin the individuals served.	ed a clea	r plan fo	r sustain	ing servi	ces for
9. Prioritizing Services	10				
Clearly outline the process for prioritization of services for all sub-populations served with funding. If services are not prioritized	ed, the o	organizat	ion expla	ains their	-
method for determining how funds and services are allocated.					
Policy Reference:					
§ 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 account of the coc has developed a centralized assessment system or a coordinated assessment account of the coc has developed a centralized assessment system or a coordinated assessment.	dinated	assessme	ent syste	em, each	project
within the Continuum of Care's area must use that assessment system. The recipient and sub-recipient must work	with the	e Continu	um of C	are to en	sure the
screening, assessment and referral of program participants are consistent with the written standards required.					

10. Eligibility Requirements and Description	N/A				
Does this project have qualifications or eligibility requirements for participation beyond literal homelessness? - Yes/No					
If yes, narrative box opens to describe.					
The eligibility requirements follow federal and state guidelines and best practices. Clients who are most vulnerable	e have eo	qual oppo	ortunity	to be enr	rolled ir
services regardless of expected outcomes. The agency clearly describes how they are in compliance with guideline	s and be	st practio	ce, includ	ling coor	dinated
entry policies. This information will be used for contract monitoring and compliance.					
11. Demographic Served	N/A				
12. Subpopulations Served	N/A				
13. TANF Eligible (this will only appear on the application if they answered "Only Families with Children under 18")	N/A				
14. Current Contract Discrepancies	N/A				
If the agency has been working with HPO staff on issues or discrepancies in current year contracts, please describe actions the	at have b	een take	en to ado	ress the	
discrepancies and plans for future alignment. This includes program performance and outcomes, data and budget discrepanc	ies.				
Total Funding Purpose	80				
Case Management					
Full and part-time case managers and other staff who are in a case management role, regardless of title must have, or be working					
towards Case Manager Certification administered by the Utah Department of Human Services. Full-time staff must be certified within					
four months of hire date, part-time staff must be certified within six months of hire date. Existing staff must be certified within six					
months of contract start date. (https://dsamh.utah.gov/education/certification/case-management).For July 1 contracts, all staff should		Project 1	Project 2	Project 3	Project
receive the Case Manager Certification by December 31, 2019.	Points Possible	Points	Points	Points	Points
Describe the involvementation when the base off end on the initial staff that we life as Const Management with a NACM standard	Possible	Awarded	Awarded	Awarded	Awarde
Describe the implementation plan to have all agency and sub-recipient staff that qualify as Case Managers under the NACM standard					
(below) to complete the DHS Certification by December 31, 2019. The definition of case management from the National Association of Case Managers (NACM): case management is a process that assists the person to achieve the greatest possible degree of self-					
management of disability and/or life challenges. The individual/family and the practitioner plan, coordinate, monitor, adjust, and					
advocate for services and supports directed toward the achievement of individualized, personal goals for community living.					
Describe the implementation plan to have all qualifying staff complete the Case Management Certification Program by	10				
December 31, 2019.					
Agencies outline an implementation plan to have all current case management staff trained by December 31, 2019	-				
Agencies outline an implementation plan to have all new case managers, hired after July 1, 2019 receive certificati	on withii	n <mark>6</mark> mont	hs of hir	e date. (ነ	/es = 5,
No = 0)					
Total Case Management	10				
Total Case Management	10				

Sub-Contracted/3rd Party Agreements					
Section not scored					
Allowable Activities					
All activities are allowable for the project type indicated.	Yes	No			
	1	1			1
Funding Gap Analysis	Points	Project 1	Project 2	Project 3	Project 4
The Funding Gap Analysis is intended to demonstrate and justify the agencies funding amount request. It should clearly	Possible	Points Awarded	Points Awarded	Points Awarded	Points Awarded
justify why the agency is requesting the amount for each HMIS Project applied for.					
Complete this form to detail ALL cash resources committed to making these projects fully operational.					
This information should accurately reflect the agency's need for HCD funding to support EACH HMIS Project applied for. This information should be for the period July 1, 2018 to June 30, 2019 and anticipated for July 1, 2019 to June 30, 2020.	10				
Agencies clearly demonstrate their need for the requested project amount.					
Agencies have demonstrated their ability to leverage funds for each project type funding is requested.					
Agencies provided funds that can be used as a Cash Match, if necessary.					
Total Gap Analysis	10				
Budget	Points	Project 1	Project 2	Project 3	Project 4
There must be a separate "Category 3" for each HMIS project being applied for in the application.	Possible	Points Awarded	Points Awarded	Points Awarded	Points Awarded
Line Itemization	10				
Each line item is clearly itemized and detailed.	1	1			
<ul> <li>If administrative costs are being requested, it is clear that the requested funds are appropriate and absolutely n</li> </ul>	ecessary.				
Line Item Justification	10				
Each line item clearly demonstrates how each total line item cost was calculated.	1	1			
I I I I I I I I I I I I I I I I I I I	40				
Budget and Gap Analysis Alignment	10				
		the bud	get.		
Budget and Gap Analysis Alignment	uested ir	the bud	get.		

Required Attachments		Project 1	-	Project 3	Project 4
Check Box	Yes/No	Points Awarded	Points Awarded	Points Awarded	Points Awarded
🗆 Sub-recipient PARA	1				
DWS-HCD Homelessness Funding, Housing First Agreement	3				
Authorized WebGrants System Users	1				
□ HUD Data Quality Report, ran separately for EACH HMIS Project in the application for FY19 - July 1, 2018 - March 31, 2019.					
If there is no data for FY18 and FY19, attach a Word Document stating this is a new project that did not exist in the applicable	1				
fiscal year(s).					
PDF of HMIS Annual Performance Report (APR) for FY19, ran separately for EACH HMIS Project in the application; or HMIS					
Service Summary Report for diversion projects. For DV Providers and agencies not currently participating in HMIS, upload					
applicable agency records. If there is no data for FY18 and FY19, attach a Word Document stating this is a new project that	1				
did not exist in the applicable fiscal year(s).					
PDF, clearly labeled with FY, of the HMIS 2019 System Performance Measures Report for July 1 through March 31 in FY18	1				
and FY19, ran separately for EACH HMIS Project in this application that is Emergency Shelter, Permanent Supportive Housing,					
Rapid Rehousing, SRO, Street Outreach, or Transitional Housing. Not applicable for DV agencies and agencies not currently					
participating in HMIS. If there is no data for FY18 and FY19, attach a Word Document stating this is a new project that did not					
exist in the applicable fiscal year(s).					
Letter of Support from the Local Homeless Coordinating Committee for new applicants, including projects not funded in					
FY19 by HCD Homelessness Funding	1				
Project Specific Policy and Procedure documentation	1				
Most Recent Single Audit, If your charitable nonprofit receives money from the federal government and expends more than					
\$750,000 of federal dollars in a single fiscal year, the organization is most likely required to have an independent financial					
audit referred to as a "Single Audit." https://auditor.utah.gov/local-government-2/reporting-requirements/non-profit-	0				
organization-reporting/, if applicable. If not applicable = 1					
Subcontract/MOU Agreement with any agency with whom funds are, or will be sub-awarded to, if applicable. If not					
applicable = 1	1				
INICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement, if applicable. If not					
applicable = 1	1				
Total Attachments	12				
Overall Proposal Total	192				

HOMELESSNESS PROGRAMS OFFICE REVIEW					
Homelessness Programs Office (HPO) scoring guidance is used to review all projects received by the deadline. Applications a	re collecti	vely revi	ewed by	the HPO	
Program Specialists, UHMIS Program Specialists, Contract Program Specialists, Data Analysts and DWS Fiscal Manager and P	ogram Sp	oecialist.			
Entity Project					
Project application for funding is to:					
New					
Level					
Increase					
Decrease					
Aggregate Project Performance					
Performance indicators for the entire project type regardless of funding sources. E.g. all Emergency Shelter, all Rapid Rehous database) project that is being applied for in this application. Data should reflect the reporting periods for the first 3 quarter	s of FY19	(July 1, 2	018 - Ma	arch 31, 2	
The data entered is for the entire project type, regardless of funding sources, not only the HMIS project being applied for in this ap	plication.	For our ir	nformatio	on only.	
HMIS Project Measures and Outcomes	Points Possible	Project 1 Points Awarded	Project 2 Points Awarded	Project 3 Points Awarded	Project 4 Points Awarded
HPO Performance Measures and Outcomes Rubric - If the project was funded in FY19, HPO will compare FY18 and FY19 data If FY18 data does not exist, the project will be reviewed based on FY19 data and targets (Existing projects - 30 points possible, new projects - 18 points possible).	30				
New Projects Only - The project has demonstrated high need through data provided and limited local resources. 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 organization's capacity.	12				
Data Completeness and Timeliness					
Agency demonstrates ability and commitment to address data completeness based on the HUD Data Quality Report. Staff resource: Data Quality report attached by applicant to the application.	5				
Active commitment to data completion = 5 Committed and mostly accurate data entry with some issues = 3 Committed with a plan to address issues = 1 New agency/DV Provider = 3 Not engaged = 0					

Agency demonstrates ability and commitment to address data and timeliness issues based on the HUD Data Quality Report.	5			
Staff resource: Data Quality report attached by applicant to the application.	5			
Active commitment to data timeliness and entry of data within 5 business days = 5			-	
Committed and mostly accurate data entry with some issues = 3				
Committed with a plan to address issues = 1				
New agency/DV Provider = 3				
Not engaged = 0	-	-		 
Review the attachments (new projects without data for FY18 and FY19 will receive the allocated points):				
□ HUD Data Quality Report, ran separately for EACH HMIS Project in the application for July 1, 2018 - March 31, 2019 in FY19.	1			
If there is no data for FY19, attach a Word Document stating this is a new project that did not exist in the applicable fiscal				
year.				
PDF of HMIS Annual Performance Report (APR) for July 1 through March 31 in FY18 and FY19, ran separately for EACH				
HMIS Project in the application; or HMIS Service Summary Report for diversion projects. For DV Providers and agencies not				
currently participating in HMIS, upload applicable agency records. If there is no data for FY18 and FY19, attach a Word	2			
Document stating this is a new project that did not exist in the applicable fiscal year(s).				
PDF, clearly labeled with FY, of the HMIS 2019 System Performance Measures Report for July 1 through March 31 in FY18				
and FY19, ran separately for EACH HMIS Project in this application that is Emergency Shelter, Permanent Supportive Housing,				
Rapid Rehousing, SRO, Street Outreach, or Transitional Housing. Not applicable for DV agencies and agencies not currently	2			
participating in HMIS. If there is no data for FY19, attach a Word Document stating this is a new project that did not exist in				
the applicable fiscal year.				
Total Measurements, Outcomes & Data Quality	45			

Funding Alignment and Support	Points Possible	Project 1 Points Awarded	Points	Project 3 Points Awarded	Project 4 Points Awarded
Agencies clearly demonstrate their need for the requested project amount. Agencies provided funds that can be used as a Cash Match, if necessary.	5				
Agencies have demonstrated their ability to leverage funds for each project type funding as requested.	5				
Budget and Fiscal Risk					
The budget is realistic and costs are reasonable based on the size of the project and clients served.	10				
Entity invoices, at a minimum, quarterly as required by the Scope of Work. 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 for contracts.	5		
Entity is responsive to correspondence for monitoring and technical assistance appointments or desk audits for data reporting.	5		
Required Attachments			
Points given for each attachment that is uploaded with the application AND that are correct.			
🗆 Sub-recipient PARA	1		
DWS-HCD Homelessness Funding, Housing First Agreement	3		
Authorized WebGrants System Users	1		
Letter of Support from the Local Homeless Coordinating Committee for new applicants, including projects not funded in	1		
FY19 by HCD Homelessness Funding			
Project Specific Policy and Procedure documentation	1		
Most Recent Single Audit, if your charitable nonprofit receives money from the federal government and expends more than			
\$750,000 of federal dollars in a single fiscal year, the organization is most likely required to have an independent financial			
audit referred to as a "Single Audit." https://auditor.utah.gov/local-government-2/reporting-requirements/non-profit-	0		
organization-reporting/, if applicable. If not applicable = 1			
Subcontract/MOU Agreement with any agency with whom funds are, or will be sub-awarded to, if applicable. If not	1		
applicable = 1			
NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement, if applicable. If not	1		
applicable = 1			
Total Measurements, Outcomes & Data Quality	44		
DWS - HCD - HPO Score	89		
Total Project Score	281		

#### ATTACHMENT A

#### PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT DIVISION AGREEMENTS

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

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

b) "Contract" means the Contract 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" means the individual or entity identified in this Contract, and includes grantees, subrecipients, loan recipients, and each of their agents, officers, employees, and partners.

e) "Services" means the furnishing of labor, time, or effort by Contractor 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 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 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 a person or entity under contract with the Contractor or another subcontractor, and includes anyone else for whom the Contractor may be liable or responsible at any tier, including a person or entity that is, or will be providing or performing any aspect of this Contract, and including Contractor's manufacturers, distributors, and suppliers.

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

**3. LAWS AND REGULATIONS:** The Contractor 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, including applicable licensure and certification requirements.

**4. RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made to the Contractor pursuant to this Contract. The records shall be retained by the Contractor for at least six (6) years after the Contract terminates, or until all audits initiated within the six (6) years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Agency Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

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

**6. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made in accordance with Utah Code 67-16-7, as amended. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor, and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and shall not 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 is 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.

**8.** INDEMNITY: Contractor 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, suits, actions, damages, and costs arising out of Contractor's performance of this Contract caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation. However, the Contractor 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 is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**9. EMPLOYMENT PRACTICES:** The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to 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; Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 which prohibit discrimination on the basis of disabilities; and Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

**10. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

**11. TERMINATION:** This contract may immediately 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 may be given ten (10) working days after notification to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause<sub>4</sub> in

advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. 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.

#### **12. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:**

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

**12.2** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State'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.

**12.3** If a notice is delivered under paragraph 1 or 2 of this Section the State will reimburse the Contractor 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.

**12.4** Notwithstanding any other paragraph or provision of the Section 12, if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor 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.

**13. WARRANTY:** The Contractor 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 shall 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 a longer period is otherwise specified elsewhere in this contract. The Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and/or warranty disclaimers are not applicable to this contract. Remedies available to the State include, but are not limited to, the following: The Contractor will, within ten (10) days, repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

**14. PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor 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 as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor 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. If this Contract is funded in whole or in part by federal funds, then any federal regulation related to the federal funding will supersede this Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.

**15. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor warrants that any items procured to the state by the Contractor does not 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 will indemnify the State 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. If there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

**16. ASSIGNMENT/SUBCONTRACT:** Contractor 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.

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

**18. INELIGIBLE EXPENSES:** Contractor 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 will be immediately refunded to the State by the Contractor. The Contractor further agrees that the State shall have the right to withhold any or all subsequent payments under this or other Contracts until the recoupment of overpayments is made.

**19. PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices are public documents and may be available for distribution in accordance with the State's Government Records Access and Management Act (GRAMA). Contractor 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 agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may disclosed as permitted under GRAMA. The State Entity and the State are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase order, related pricing documents, or invoices.

**20. PROCUREMENT ETHICS:** Contractor 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 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.

21. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Contractor in

default of this Contract: (i) Contractor's non-performance of contractual obligations; or (ii) Contractor'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 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 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 are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State Entity or the State; and/or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for services that do not conform to this Contract.

**22. 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.

**23. 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: General Provisions for Housing and Community Development Division; 2). State Contract Signature Page(s); 3). Additional State Terms and Conditions; 4) Contractor's Proposal.

**24. 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.

**25. INSURANCE:** Contractor 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 person per occurrence and three million dollars (\$3,000,000) aggregate per occurrence. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah is required if Contractor may use a vehicle in the performance of this Contract. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars (\$1,000,000) per occurrence, combined single limit. Contractor shall also 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 and prior to providing any services or goods. Contractor shall 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.

**25.1. INSURANCE – WORKERS COMPENSATION:** Contractor 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 acknowledges that within (30) days of contract award, Contractor shall submit proof of certificate of insurance that meets the above requirements. Failure to maintain required insurance or to provide proof of insurance will be considered a material breach of contract which may result in immediate termination.

#### 26. 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.

#### 26.1 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 has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State in accordance with applicable immigration laws including UCA Section 63G-12-302.

2. The Contractor 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 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'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.

#### 26.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, 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; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 2 (CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE) 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.

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

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

**29. 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 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's failure to timely perform the Services required under this Contract.

**30. CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract, to the extent permitted by the Utah Procurement Code, 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.

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

31.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

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

32. STANDARD OF CARE: The Services of Contractor 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 shall be liable to the State Entity and State for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g. another Contractor's claim against the State), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

33. CONFIDENTIALITY: If Confidential Information is disclosed to Contractor, Contractor 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 will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend 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 or anyone for whom the Contractor is liable or responsible.

Upon termination or expiration of this Contract, Contractor 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.

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

**35. CONTRACT INFORMATION:** Contractor 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 from advertising job openings in other forums throughout the State.

**36. OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless 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 prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

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

**38. 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.

**39. DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or 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 agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

**40. 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, or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

**41. 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.

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

Revised May 2018

## DWS-HCD HOMELESSNESS FUNDING ATTACHMENT B: <u>OVERVIEW</u> PROGRAM TERMS AND CONDITIONS

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

#### ANNUAL CONTRACT ORIENTATION MEETING

- The CONTRACTOR administrator and its SUBRECIPIENT administrator, fiscal management staff and project coordinator must attend a half-day, <u>in-person</u> contract orientation meeting;
- The CONTRACTOR and its SUBRECIPIENT(S) staff member(s) who oversee data reporting or data entry must attend a half-day, <u>in-person</u> data meeting; dates to be announced.

#### UTAH HOMELESS MANAGEMENT INFORMATION SYSTEM (UHMIS)

CONTRACTOR and its SUBRECIPIENT(S) agree to enter all required data elements on clients served and activities assisted into the UHMIS within 5 working days of service. If the CONTRACTOR or its SUBRECIPIENT(S) is a Victim Service provider, it must use a HMIS comparable database that collects customer-level data over time (longitudinal data) and generates unduplicated aggregate reports that meet HUD guidelines based on the data.

#### ONGOING TRAINING

- All staff using the Utah Homeless Management Information System (UHMIS) must attend end-user training provided by HCD UHMIS staff.
  - o New staff must receive UHMIS end user training within a month of hire;
  - o Incumbent staff must attend UHMIS user and security training annually at a minimum.
- Full and part-time case managers and other staff who are in a case management role, regardless of title must have, or be working towards Case Manager Certification administered by the Utah Department of Human Services. Full-time staff must be certified within four months of hire date, part-time staff must be certified within six months of hire date. Existing staff must be certified within six months of contract start date. (https://dsamh.utah.gov/education/certification/case-management).
- Project coordinators and appropriate frontline staff must attend ongoing trainings provided by HCD, related to the funded project, as announced.

#### SUBCONTRACTOR AND PROJECT PARTICIPATION

# Applicable Continuum of Care (CoC) and Local Homeless Coordinating Committee (LHCC) activities, policies and procedures regarding:

- o Coordinated entry
- Diversion when appropriate
- o Utilization of the VI-SPDAT and full SPDAT
- o Housing First

#### Utah Homeless Management Information System (UHMIS)

CONTRACTOR and its SUBRECIPIENT(S) agrees to enter all required data elements on clients served and activities assisted into the UHMIS within 5 working days of service. If the CONTRACTOR is a Victim Service provider, it must use a HMIS comparable database that collects customer-level data over time (longitudinal data) and generates unduplicated aggregate reports that meet HUD guidelines based on the data.

#### Point In Time (PIT) count, if applicable

The CONTRACTOR and its SUBRECIPIENT(S) agree to participate in the Annual Point-in-Time (PIT) Homeless Count. Failure to submit information required for the PIT Count will result in termination of this Contract. Payments for the agency will be withheld for failure to submit information required for the PIT Count by date set for submission by HCD.

#### Housing Inventory Count (HIC), if applicable

The CONTRACTOR and its SUBRECIPIENT(S) agree to participate in the Annual Housing Inventory Count (HIC). Failure to submit information required for the HIC will result in termination of this Contract. Payments for the agency will be withheld for failure to submit information required for the HIC Count by date set for submission by HCD.

#### **Data Initiatives**

The CONTRACTOR and its SUBRECIPIENT(S) must participate in all data initiatives as request by DWS-HCD. Failure to comply in a timely manner will result in withholding of payments up to termination of funding.

ATTACHMENT	DWS HCD - HOMELESSNESS FUNDING C: HPO GRANT BUDGET NARRATIVE AND ITEMIZATION FO July 1, 2019 - June 30, 2020	DRM
Organization:		
Funding Source:		
	ned expenses must be itemized, detailed and described for each line item. hay be expanded as necessary in order to provide all required information.	
I, unless the organization Any administrative costs t b) De Minimis - If the organization <u>does</u> charged at 10% of Modified Total Dire	<b>Category I - Indirect Expenses:</b> lerally approved Negotiated Indirect Cost Rate Agreement ( <b>NICRA</b> ), the NICRA <u>n</u> on voluntarily chooses to waive indirect costs or charge less than the full indirect of that are not part of the basis of the NICRA and are direct charged can be listed in <u>not</u> have a NICRA and chooses a <b>de minimis rate</b> , Category I <u>must</u> be used. The ect Costs (MTDC). MTDC is defined as being: **All direct salaries and wages, ap and supplies, services, travel, and up to the first \$25,000 of each subaward.	cost rate. Category II. ne de minimis rate can be
	No expenses should be entered into Category II.	
Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$-
**expenses.	d indirect cost rate (NICRA) - <b>OR</b> - the entities 10% de minimis rate certificate based upon ell g sources have been determined so not to exceed federal regulations of the federal funds awa	
	<b>Category II - Direct Administrative Expenses:</b> ization <u>DOES NOT</u> have a NICRA and chooses not to use the de minimis rate, anization <u>must</u> use Category II if charging Direct Administrative Expenses.	
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		\$-
Equipment (e.g. computers, laptops, printers, furniture, etc.)		\$ -
Insurance	DRAFT for Grant Application Planning	\$ -
Space Costs (e.g. rent, lease, etc.)		\$ -
Utilities (consistent monthly utility charges - gas, water, etc.)		\$ -
Professional Development & Training		\$
Professional Fees & Contract Services (e.g. consultants, security, etc.)		\$ -
Material and Supplies (e.g. consumable goods)		\$ -

Travel & Transportation		\$-						
***Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.								
	Total Category I/Category II Administrative Expenses	\$-						
Category III Project Expenses	Itemized Details of HPO Grant Funds Requested	HPO Grant Funds Requested						
**Salaries		\$-						
**Fringe Benefits		\$-						
**Staff Travel & Transportation		\$ -						
**Material and Supplies (e.g. consumable goods)		\$ -						
**Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone,		\$-						
**Utilities (consistent monthly utility charges - gas, water, etc.)		\$ -						
**Staff Development & Training		\$ -						
**Insurance		\$ -						
**Professional Fees & Contract Services (e.g. consultants, security, etc.)	DRAFT for Grant Application Planning	\$ -						
***Subawards - limited to the first \$25,000 (e.g. pass-through)		\$ -						
Client Services (e.g. education services, employment & training, legal services, client transportation, etc.)		\$-						
Client Housing Payments (e.g. rent, utilities, application fees, arrears, deposits, etc.)		\$ -						
Hotel/Motel Vouchers		\$ -						
Equipment (e.g. computers, laptops, printers, furniture, etc.)		\$ -						
Space Costs (e.g. rent, lease, etc.)		\$-						
	Total Category III Project Expenses	\$ -						
	Tatal Francisco Anno 199							
	Total Expenses Category I/II and Category III	<mark>\$ -</mark>						

# DWS-HCD HOMELESSNESS FUNDING ATTACHMENT D: 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) 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.	INDIRECT/DIRECT ADMINISTRATIVE COSTS (NOT ALLOWABLE AS DIRECT COSTS)					
Salaries/Wages & Fringe Benefits: Staff time providing direct client services and assessments; referring clients to community services; enrolling in mainstream programs and housing opportunities; may also include case management; staffing for shelter operations; data entry, etc.	Salaries/Wages & Fringe Benefits: Clerical and administrative assistants, fiscal manager, secretaries, and directors (allowable as Direct administrative costs, dependent on project type and staff activities.)					
<b>Materials and Supplies:</b> Project-related supplies used to conduct the project, including curriculum; food pantry or food box preparation and distribution; or day shelter services	Materials and Supplies: Pens, pencils, paper, staples, transparencies, toner cartridges, diskettes, printer paper, word processing and spreadsheet programs					
<ul> <li>Equipment: Computers, laptops, printers, furniture, etc. or allocated cost of General Office equipment</li> <li>Professional Fees &amp; Contract Services: consultants, security, etc.</li> </ul>	<b>Equipment:</b> General office equipment such as copiers, printers, fax machines, equipment used for specific technical support or software that costs greater than \$5,000 and has a useful life of at least one year					
<b>Space Costs:</b> Project-specific space rent or lease, insurance, consistent monthly utilities costs, or equipment used specifically by the project , maintenance, repairs or renovation, not to include Acquisition, Construction or Demolition	<b>Space Costs:</b> Building use (rent), grounds maintenance, renovations, and alterations of a property, allocated insurance costs, utilities, maintenance and repairs to general purpose equipment and buildings, may include construction and acquisition					
Staff Development & Training: Registration fees for DWS approved trainings for direct-labor employees	<b>Staff Development &amp; Training:</b> Registration fees for DWS approved trainings for administrative employees					
<b>Staff Travel:</b> Staff transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business; <b>Out-of-state travel</b> requires prior approval from a DWS-HCD Program Specialist	<b>Staff Travel:</b> Meals, lodging, rentals, fuel, transportation, and gratuities					
<b>Communication:</b> Local phone service, cell phones, if verifiable to specific project, Consistent monthly charges of printing, copying, phone, postage, advertising	<b>Communication:</b> Long distance calls, installation and maintenance					
<b>Client Services:</b> Education, employment & training, legal services, client transportation, etc. These costs must be excluded when calculating the Modified Total Direct Costs (MTDC) to determine the overall project's F&A costs						
<b>Client Housing Payments:</b> Rent, deposits, consistent monthly utilities, application fees, arrears, etc. These costs must be excluded when calculating the Modified Total Direct Costs (MTDC) to determine the overall project's F&A costs						
Hotel/Motel Vouchers						

## DWS-HCD 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 WebGrants 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.

Title

Date

## DWS-HCD HOMELESSNESS FUNDING ATTACHMENT F: COMPLIANCE AND ASSURANCES

Sub recipients receiving DWS-HCD Homelessness Funding 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 contract.

Compliance and Assurance Item	Authorizing, Implemented, or Interpreted Law				
<b>Certification Regarding Lobbying, Debarment, and Drug Free Workplace:</b> All federal contracts and sub-awards include language regarding parties and activities excluded from procurement activities.	Federal Code Http://ojp.gov/funding/Apply/Reso urces/Certifications.pdf				
<b>Employee Insurance Coverage Notification Against Legal Liability:</b> 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				
<b>Office of Management and Budget:</b> 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). Compliance also with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor.	Federal Code: https://www.gpo.gov/fdsys/pkg/CF R-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 that align administration of HPO UHF projects with HEARTH Act of 2009.	Federal Code <u>https://tinyurl.com/ybmpz272</u> www.hudexchange.info/programs/esg/esg- law-regulations-and- notices/				
<b>HUD Continuum of Care Alignment of Practices:</b> 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/pro grams/coc/				
<b>CITIZEN PARTICIPATION:</b> If applicable, to the maximum extent practicable, the organization will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining and operating facilities, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted by ESG.	Federal Code 42 USC 11375 (c) (7), 42 USC 11375 (d)				
<b>Fair Housing Act:</b> Projects are operating within the guidance of Title III of the Civil Rights Act of 1968 Fair Housing Act, ensuring prohibition of Discrimination in housing related transactions.	Federal Code https://www.justice.gov/crt/fair- housing-act-2				
<b>Title VI of the Civil Rights Act of 1964:</b> Assurance that project administration prohibits discrimination on the basis of race, color, or national origin.	http://www.justice.gov/crt/about/c or/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				
<b>Section 504 of the Rehabilitation Act of 1973:</b> 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				
<b>The Age Discrimination Act of 1975:</b> prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.	http://www.dol.gov/oasam/regs/sta tutes/age_act.htm				
<b>Conflict of Interest and Code of Conduct:</b> 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				
A DWS Code of Conduct <u>OR</u> Code of Conduct required for licensing by the Department of Human Services is required to be on file for all staff.	Utah Administrative Code DWS R982-601-101 DHS R495-876				

## DWS-HCD HOMELESSNESS FUNDING ATTACHMENT G: HOUSING FIRST AGREEMENT

Housing First is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to keep their housing and avoid returning to homelessness.

The Housing First approach is rooted in these basic principles:

- Homelessness is first and foremost a housing problem and should be treated as such
- Housing is a right to which all are entitled
- Issues that may have contributed to a household's homelessness can best be addressed once they are housed
- People who are homeless or on the verge of homelessness should be returned to or stabilized in permanent housing as quickly as possible without preconditions of treatment acceptance or compliance for issues such as mental health and substance use
- The service provider working with the individual should connect the client to robust resources necessary to sustain that housing, and participation is achieved through assertive engagement, not coercion

To be considered "Housing First," the program must meet the following minimum expectations:

#### 1. The program must focus on quickly moving residents to permanent housing

#### 2. The program <u>may not</u> screen out clients for:

- Having too little or no income
- Active or history of substance abuse
- Having a criminal record
- History of domestic violence (e.g. lack of a protective order, period of separation from abuser, or law enforcement involvement)

#### 3. The program <u>may not</u> terminate clients for:

- o Failure to participate in supportive services
- Failure to make progress on a service plan
- Loss of income or failure to improve income
- Being a victim of domestic violence

By completing and signing this agreement, I _	(full name), as the authorized
representative for	(project), agree that our project and
subrecipients will utilize a housing first approa	ach for this grant. I understand that if the project is found to be
in non-compliance with housing first, that the	DWS Housing and Community Development will take corrective
action up to and including termination of fund	ling.

Name of Agency:	
Name of Applicant's Authorized Representative:	
Authorized Representative's Title:	
Signature of Authorized Representative:	

## DWS-HCD HOMELESSNESS FUNDING ATTACHMENT H: HMIS PROJECT APPLICATION PLANNING WORKSHEET

Agency Name:		HMIS Project Application Planning Worksheet								Legend		
Webgrants 3 Application Number	HMIS Project Name See list on Tab 2	Div	ES	HMIS	HP	Other	PSH	RRH	SO	SRO	тн	• Div = Diversion
Application #1	HMIS Project Name 1											<ul> <li>ES = Emergency Shelter Including Day Shelter</li> </ul>
	HMIS Project Name 2											<ul> <li>HMIS = HMIS Comparable Database</li> </ul>
	HMIS Project Name 3											<ul> <li>HP = Homeless Prevention</li> </ul>
	HMIS Project Name 4											• Other = Other
	HMIS Project Name 5											<ul> <li>PSH = Permanent Supportive Housing</li> </ul>
Application	HMIS Project Name 6											<ul> <li>RRH = Rapid Re-Housing</li> </ul>
#2	HMIS Project Name 7											<ul> <li>SO = Street Outreach</li> </ul>
	HMIS Project Name 8											<ul> <li>SRO = Single Room Occupancy</li> </ul>
	HMIS Project Name 9											<ul> <li>TH = Transitional Housing</li> </ul>
Application	HMIS Project Name 10											
#3	HMIS Project Name 11											
	HMIS Project Name 12											
	HMIS Project Name 13											
Application	HMIS Project Name 14											
#4	HMIS Project Name 15											
	HMIS Project Name 16											
	HMIS Project Name 17											
Application	HMIS Project Name 18											
#5	HMIS Project Name 19											
	HMIS Project Name 20											