

State of Utah



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

Request for Proposal (RFP)

Fiscal Year 2020

Homelessness Funding

PRE-PROPOSAL MEETINGS: March 14 or 15, 2019

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

APPLICATIONS DUE: 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 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

March 21, 2019

Page 4 - Project Types
Page 8 - Who May Apply

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:

- [Home, Together](#), 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.

Emergency Shelter 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 **could** medical respite care for individuals staying 90 days or less.

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

Homelessness Prevention 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 **may** qualify as PSH.

Rapid Re-Housing 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

Single Room Occupancy 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.

Street Outreach 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

Transitional Housing - 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 **may** also be categorized as transitional housing.

Other Projects that benefit people experiencing homelessness that absolutely **do not** 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
 - Number of returns within 6-12 months
 - 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

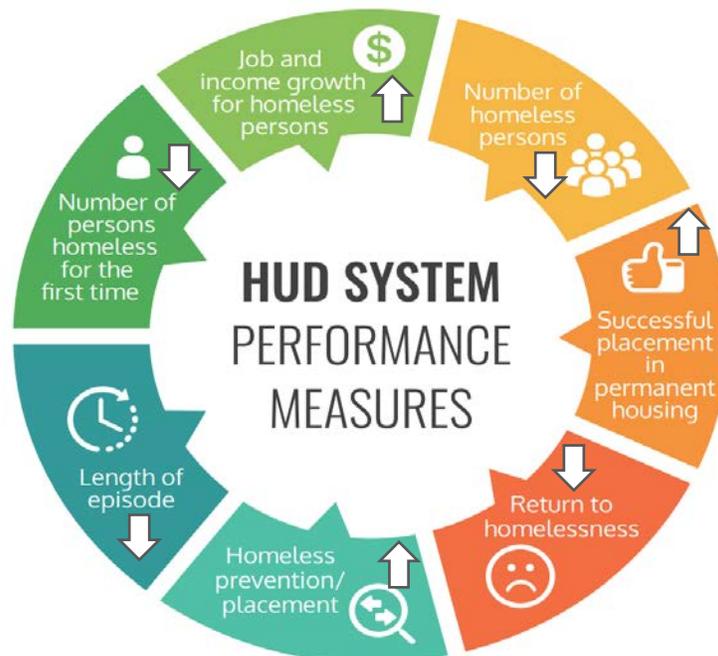
- Number of participants receiving SPDAT assessment quarterly as a case management tool
- Number of adults gaining or increasing employment and non-employment income
- Number of adults enrolled in mainstream benefits

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/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.

OR

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 **is required** 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 <https://jobs.utah.gov/housing/> or within the WebGrants software

IN-PERSON (Preferred)	ONLINE	PHONE
<p>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.</p> <p>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.</p>	<p>https://tinyurl.com/2020AppTraining</p> <p><i>If participating online: Please log in early and run the startup in order to ensure your computer has the current software requirements to run the webinar. You may participate by both phone and computer if you prefer, although a computer with speakers is sufficient.</i></p>	<p>1-877-820-7831 Passcode 737224</p>
<p>*Bring your own copy of the RFP to reference</p>		

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

OVERVIEW

WHO MAY APPLY

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

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 (UHMS); or a comparable database if domestic violence service providers
 - Data quality improvement initiatives
- Compliance in policies and procedures overseen by the DWS Housing and Community Development Division, and the local homeless service systems including coordinated entry, diversion, client assessment and housing prioritization
- 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:
 - Meet reporting requirements for the contract as required by HCD
 - Enter data, collect information, compile and submit reports related to individual projects
 - Participate in statewide data collection efforts as requested by HCD
- HCD will monitor contract performance and provide technical assistance
- 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
 - 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 distributed by reimbursement and only for allowable expenditures approved through the application process or negotiated with HCD; funds are not distributed in a lump sum
- 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
- **DO NOT** include additional information not requested in the RFP and Application Packet such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring
- Applicant must bear the cost of preparing and submitting proposal
- All requested documents must be attached at the time of submission. No opportunity will be offered for correcting application after the application submission deadline
- Late or incomplete proposals will **NOT** 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 anytime
- During the proposal review period, applicants must be available to answer questions or provide clarification

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

IF YOU HAVE QUESTIONS

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

ADDENDA

- If DWS finds it necessary to modify the RFP for any reason, a written addendum to the original RFP will be posted on the DWS website at <https://jobs.utah.gov/housing/>
- All addenda will be posted by **5:00 p.m.** on **Monday, March 25th**

TIMELINE AND PROPOSAL REVIEW PROCESS

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

APPLICATION INSTRUCTIONS

- Each application can be used to request funding for up to FOUR unique HMIS projects. If the agency is requesting funding for FOUR or fewer unique HMIS projects, all projects will be entered on a single application.
- If the agency is requesting funding for FIVE or more 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 two separate phases (Part 1 and Part 2).

FIRST PHASE

***** **DUE no later than Monday, March 25, 2019 by 5:00 p.m.** *****

Part 1 "Pre-Application" Forms need to be completed and submitted to HCD for review and approval **before** 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: <https://WebGrants.utah.gov>
- 2) Select **Funding Opportunities**. **All** 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 NOT 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 NOT attach to WebGrants.
- **HMIS APR Upload Instructions** – Instructions on running the ClientTrack APR Report for EACH HMIS project included in application for funding. These MUST 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 MUST 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

Funding Opportunities

Current Applications

Any previously created applications, for this opportunity, appear here. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status
00980	Final Application	Submitted
00982	Pre-Application	Approved

Opportunity Details

00964-2020 Homelessness Funding

State Homelessness Funding
 Pre-Application Deadline: 04/07/2019 12:00 AM
 Application Deadline: 04/08/2019 12:00 AM

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) Application Title – 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) Primary Contact – 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) Authorized Official - 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 WebGrantshelp@utah.gov.
- 5) Organization 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
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 NEW. 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**

Application: 01001 - Test Application

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 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
General Information	✓	03/05/2019
Part 1 - Project Information		03/05/2019
Part 1 - Additional Contact Information		
Part 1 - Agency Overview		

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
General Information	✓	03/06/2019
Part 1 - Project Information	✓	03/06/2019
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		
Part 2 - Funding Gap Analysis		03/06/2019
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 need to 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.

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 ensure all requested **Attachments** are loaded, and the responses are accurate. Incomplete or missing entries will lose 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, OR 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

The screenshot shows the top navigation bar of the application form. A red box labeled 'TOP NAVIGATION BAR' highlights the navigation icons: Menu, Help, Log Out, Back, Print, Add, Delete, Edit, and Save. Callout 1 points to the 'Application' title, callout 2 to the 'Add' link, callout 3 to the 'Mark as Complete' link, callout 4 to the 'Go to Application Forms' link, callout 5 to the 'Add' link in the 'General Information' section, and callout 6 to the 'Save' link in the 'Instructions' section.

Application 1 4

Application: 01001 - Test Application

Program Area: State Homelessness Funding
 Funding Opportunities: 00964 - 2020 Homelessness Funding
 Pre-Application Deadline: 04/07/2019

Instructions

Project Information - Part 1

Each application can be used to request funding for up to four unique HMIS projects. If your agency is requesting funding for FOUR or more unique HMIS projects, all project types together. Please use the resource "RFP Application Planning" for help in determining the number of applications required. 6

General Information 5 [Mark as Complete](#) | [Go to Application Forms](#) | [Add](#)

To add information requested in this section for 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, select **Save**. Repeat this process for each HMIS Project (**Up To Four**) until all data has been entered into the section. 2

Project Type | HMIS Project Name | Project Address | City | State | Zip Code | APR CSV Zip file | Project Status description | Funded Prior | Project Service

General Information - Part 1

This is a **required** field. select **Edit** at the top of the webpage. When the response for this question is updated, select **Save**. Then [Mark this section Complete](#).

Is the agency willing to accept federal funds?

Federal Funds* Yes

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

To add information requested in this section for 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, select **Save**. Repeat this process for each HMIS 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"

Enter the EXACT HMIS Project Name that the application is for.
If a new applicant; or applying for a new project, enter NEW. The HMIS team will contact you to provide guidance.
The Homeless Management Information System (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 funding application is being made.

Project Address

City

State

Zip Code

The APR should be run for July 1, 2018 through March 31, 2019.

APR CSV Zip file No file chosen
Click HELP if a New or DV project and cannot provide a CSV Zip File.

Project Status description

Did this project receive HCD funding for current fiscal year (SFY19) including funding approved through the State Homeless Coordinating Committee, Operation Rio Grande (ORG), Gateway to Housing or Tenant Based Rental Assistance?

Funded Prior

Identify the County(ies) that the project is providing services for.

Project Service Area

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.

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 Homelessness Funding

Pre-Application Deadline: 04/07/2019

Instructions

Project Information - Part 1

Each application can be used to request funding for up to four unique HMIS projects. If your agency is requesting funding for FOUR or fewer unique HMIS projects, all projects will be entered on a single application. If your agency is requesting funding for FIVE or more unique HMIS projects, group similar project types together. Please use the resource "RFP Application Planning" for help in determining 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 the blue **Add** link, located on the right side of the section. When you have completed an entry for all fields, select **Save**. Repeat this process for each HMIS Project (**Up To Four**) until 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 response 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.

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 Homelessness Funding

Pre-Application Deadline: 04/07/2019

Instructions

Additional Contact Information

Note: This is a Multi-part form; follow instructions carefully!

To add information requested in the additional sections, select the blue **Add** link, located on the right side of the section. When you have completed an entry for all the fields, select **Save**. Repeat this process for each line item in the section until all data has been entered into the section. **If the Contact Information is the same for each of your 4 HMIS Project applications, then note the project names that the contact is associated with.**

When you have completed the entire form be sure to Mark as Complete.

Additional Contact(s) [Mark as Complete](#) | [Go to Application Forms](#)

Identify the person(s) at the agency who will be the main contact(s) for: Data Management, Reimbursement Claims, Contracting and Programmatic Oversight, and Project Site Coordinator. Identify all applicable geographic areas your projects requesting funds for will be providing services. Add rows as necessary.

When all Information for agency contacts have been 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)
Identify the person(s) at the agency who will be the main contact(s) for: [Data Management](#), [Reimbursement Claims](#), [Contracting and Programmatic Oversight](#), and [Project Site Coordinator](#).
Identify all applicable geographic areas your projects requesting funds for will be providing services. Add rows as necessary.
When all information for agency contacts have been entered, click **Submit**

Staff Contact Information
Identify contact information for staff whom HCD can contact with specific questions.

Title*

Name

Project Name(s)

Email

Phone Number

[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: <WebGrants@utah.gov>
Date: Thu, Mar 7, 2019 at 11:27 AM
Subject: WebGrants - Application - 0xxxx - Submitted
To: <XXXXXXXXXXXXXXXX>
**** 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: <WebGrants@utah.gov>
 Date: Thu, Mar 7, 2019 at 11:29 AM
 Subject: WebGrants - Pre-Application – 0xxxx - Approved
 To: <XXXXXXXXXX>
 **** 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: <http://WebGrants.utah.gov>

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).

Funding Opportunities

Current Applications
 Any previously created applications, for this opportunity, appear here. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status	
00980	Final Application	Submitted	
00982	Pre-Application	Approved	Apply Final

Opportunity Details [Copy Existing Application](#) | [Start a New Application](#) | [Ask A Question](#)

00964-2020 Homelessness Funding

State Homelessness Funding
 Pre-Application Deadline: 04/07/2019 12:00 AM
 Application Deadline: 04/08/2019 12:00 AM

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

***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.

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 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.*

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

<https://dsamh.utah.gov/education/certification/case-management>

The email to ask any additional questions that the website doesn't cover is:

dsamhcasemanagement@utah.gov

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 [Agreement](#) (NICRA) ~~-~~ [or is choosing to use a de minimus rate.](#)
- 2) Complete Category II for reasonable [direct](#) 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 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.
- Project Specific Policy and Procedure documentation
- ~~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-organization-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

***Note:** WebGrants will require at least one **Attachment** document to be checked, indicating you have attached it using the steps 2-4 below. The proposal will not be allowed to **Submit** if **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. Tuesday, April 9, 2019**

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. **No exceptions will be made for applications not submitted by the deadline!**

FY 20 HOMELESSNESS - ALLOCATION COMMITTEE SCORING

Evaluator Number:		Group Number:	
Applicant Entity:		HMIS Project 1:	
Subcontracting Entity:		HMIS Project 2:	
		HMIS Project 3:	
		HMIS Project 4:	

PART ONE

SHCC Allocation Committee scoring guidance is used by committee members to review all projects within the application submitted by the deadline. Each narrative question is worth 10 points unless otherwise specified. Yes/No questions are worth 1 point, “Yes” = 1 points, “No” = 0 points unless otherwise specified. Responses should be scored as follows: a score of 0-3 is a marginal response, a score of 4-6 is an average response, and a score of 7-10 is an exceptional response.

Agency Overview

This section is completed once for each application submitted even though there may be up to four (4) different Projects in the application.

Project Type Information (up to 4 in application)

If funded in FY19 by SHCC, is the project on track to meet set targets?

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

Agency Narrative

1. Clearly define how your agency supports projects that focus on making episodes of homelessness rare, brief and non-recurring.

Points Possible	Agency Points Awarded			
10				

Agency clearly defines and gives clear examples of how the agency supports making episodes of homelessness rare, brief and non-recurring.
<https://endhomelessness.org/ending-homelessness/solutions/crisis-response/>

2. How does the funding request integrate with the collective efforts to serve the homeless population within the community?

10				
----	--	--	--	--

The agency provides a clear description of how the project integrates with collective efforts in the community, including how the agency participates in CoC and Coalition committees, best practices, policies and procedures.
<http://www.utahcontinuum.org/ucc/>

3. List the community partners that your agency actively coordinates with to provide services. Define the activities the partnership provides.

10				
----	--	--	--	--

The agency clearly outlines community partners and defines how each partnership 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 decision making.		10				
The agency provides specific examples of how homeless individuals are encouraged to provide feedback, and how they use feedback in decision making. https://www.usich.gov/news/people-with-lived-experience-must-be-meaningful-partners-in-ending-homelessness/						
6. Identify at least two specific areas or topics that the agency would be interested in receiving technical assistance or 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 Rehousing, etc. - not only HMIS (or comparable database) project that is being applied for in this application. Data should reflect the reporting periods for the first 3 quarters of FY19 (July 1, 2018 - March 31, 2019).						
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				
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 <i>Paramount Site Homeless Resource Center</i> to operate their Emergency Shelter program in total? How much does it cost for the <i>Paramount Site Homeless Resource Center</i> to operate the Rapid Rehousing Program?						
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						
Funding Purpose		Points Possible	Project 1 Points Awarded	Project 2 Points Awarded	Project 3 Points Awarded	Project 4 Points 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 and the clients served will be better off.						
The project aligns with the SHCC 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. See RFP page 3 "Funding Purposes".						

3. Project SMART Goals	10				
Provide at least two goals that will be accomplished through implementation for each <u>specific project</u> .					
The agency clearly outlines two Specific, Measureable, Attainable, Timely and Realistic goals. The goals include all components.					
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 the community, and the priorities 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 within the timeline 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 sustaining services for the individuals					
If the project was not funded in a prior year, or there was a change in funding prioritization, the agency has outlined a clear plan for sustaining services for the individuals served.					
9. Prioritizing Services	10				
Clearly outline the process for prioritization of services for all sub-populations served with funding. If services are not prioritized, the organization explains 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 system, each project within the Continuum of Care's area must use that assessment system. The recipient and sub-recipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required.					

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 have equal opportunity to be enrolled in services regardless of expected outcomes. The agency clearly describes how they are in compliance with guidelines and best practice, including coordinated 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 that have been taken to address the discrepancies and plans for future alignment. This includes program performance and outcomes, data and budget discrepancies.						
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 receive the Case Manager Certification by December 31, 2019 .		Points Possible	Project 1 Points Awarded	Project 2 Points Awarded	Project 3 Points Awarded	Project 4 Points Awarded
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 . <i>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.</i>						
Describe the implementation plan to have all qualifying staff complete the Case Management Certification Program by December 31, 2019 .		10				
Agencies outline an implementation plan to have all current case management staff trained by December 31, 2019 . (Yes = 5, No = 0)						
Agencies outline an implementation plan to have all new case managers, hired after July 1, 2019 receive certification within 6 months of hire date. (Yes = 5, No = 0)						
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
Funding Gap Analysis						
The Funding Gap Analysis is intended to demonstrate and justify the agencies funding amount request. It should clearly justify why the agency is requesting the amount for each HMIS Project applied for.					Points Possible	Project 1 Points Awarded
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	
<ul style="list-style-type: none"> 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						
There must be a separate "Category 3" for each HMIS project being applied for in the application.					Points Possible	Project 1 Points Awarded
Line Itemization					10	
<ul style="list-style-type: none"> Each line item is clearly itemized and detailed. If administrative costs are being requested, it is clear that the requested funds are appropriate and absolutely necessary. 						
Line Item Justification					10	
Each line item clearly demonstrates how each total line item cost was calculated.						
Budget and Gap Analysis Alignment					10	
The budget aligns with the HMIS project type Gap Analysis and the Gap Analysis supports the funding amount requested in the budget.						
Total Budget					30	

Required Attachments	Yes/No	Project 1 Points Awarded	Project 2 Points Awarded	Project 3 Points Awarded	Project 4 Points Awarded
Check Box					
<input type="checkbox"/> Sub-recipient PARA	1				
<input type="checkbox"/> DWS-HCD Homelessness Funding, Housing First Agreement	3				
<input type="checkbox"/> Authorized WebGrants System Users	1				
<input type="checkbox"/> 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 fiscal year(s).	1				
<input type="checkbox"/> 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 did not exist in the applicable fiscal year(s).	1				
<input type="checkbox"/> 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 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).	1				
<input type="checkbox"/> Letter of Support from the Local Homeless Coordinating Committee for new applicants, including projects not funded in FY19 by HCD Homelessness Funding	1				
<input type="checkbox"/> Project Specific Policy and Procedure documentation	1				
<input type="checkbox"/> 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-organization-reporting/, if applicable. If not applicable = 1	0				
<input type="checkbox"/> Subcontract/MOU Agreement with any agency with whom funds are, or will be sub-awarded to, if applicable. If not applicable = 1	1				
<input type="checkbox"/> NICRA - 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 are collectively reviewed by the HPO Program Specialists, UHMIS Program Specialists, Contract Program Specialists, Data Analysts and DWS Fiscal Manager and Program Specialist.

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 Rehousing, etc. - not only HMIS (or comparable database) project that is being applied for in this application. Data should reflect the reporting periods for the first 3 quarters of FY19 (July 1, 2018 - March 31, 2019).

The data entered is for the entire project type, regardless of funding sources, not only the HMIS project being applied for in this application. For our information 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. <i>Staff resource: Data Quality report attached by applicant to the application.</i>	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. <i>Staff resource: Data Quality report attached by applicant to the application.</i>	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): <input type="checkbox"/> HUD Data Quality Report, ran separately for EACH HMIS Project in the application for July 1, 2018 - March 31, 2019 in FY19. 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.	1				
<input type="checkbox"/> 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 Document stating this is a new project that did not exist in the applicable fiscal year(s).	2				
<input type="checkbox"/> 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 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.	2				
Total Measurements, Outcomes & Data Quality	45				

Funding Alignment and Support	Points Possible	Project 1 Points Awarded	Project 2 Points Awarded	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.	5				
Yes = 5 No = 0 N/A = 3					

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.					
<input type="checkbox"/> Sub-recipient PARA	1				
<input type="checkbox"/> DWS-HCD Homelessness Funding, Housing First Agreement	3				
<input type="checkbox"/> Authorized WebGrants System Users	1				
<input type="checkbox"/> Letter of Support from the Local Homeless Coordinating Committee for new applicants, including projects not funded in FY19 by HCD Homelessness Funding	1				
<input type="checkbox"/> Project Specific Policy and Procedure documentation	1				
<input type="checkbox"/> 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-organization-reporting/, if applicable. If not applicable = 1	0				
<input type="checkbox"/> Subcontract/MOU Agreement with any agency with whom funds are, or will be sub-awarded to, if applicable. If not applicable = 1	1				
<input type="checkbox"/> NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement, if applicable. If not applicable = 1	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, sub-recipients, 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 amounts 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 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, 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, if 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 from 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: OVERVIEW PROGRAM TERMS AND CONDITIONS

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

ANNUAL CONTRACT ORIENTATION MEETING

- The CONTRACTOR administrator and its SUBRECIPIENT administrator, fiscal management staff and project coordinator must attend a half-day, in-person contract orientation meeting;
- The CONTRACTOR and its SUBRECIPIENT(S) staff member(s) who oversee data reporting or data entry must attend a half-day, in-person 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.
 - New staff must receive UHMIS end user training within a month of hire;
 - 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:

- Coordinated entry
- Diversion when appropriate
- Utilization of the VI-SPDAT and full SPDAT
- 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.

DWS HCD - HOMELESSNESS FUNDING
ATTACHMENT C: HPO GRANT BUDGET NARRATIVE AND ITEMIZATION FORM

July 1, 2019 - June 30, 2020

Organization:

Funding Source:

**All planned expenses must be itemized, detailed and described for each line item.
 Cells may be expanded as necessary in order to provide all required information.**

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization **does not** have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: ****All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.**
 No expenses should be entered into Category II.

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -

**Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.*

****Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** 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 <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture, etc.)</i>		\$ -
Insurance	DRAFT for Grant Application Planning	\$ -
Space Costs <i>(e.g. rent, lease, etc.)</i>		\$ -
Utilities <i>(consistent monthly utility charges - gas, water, etc.)</i>		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security, etc.)</i>		\$ -
Material and Supplies <i>(e.g. consumable goods)</i>		\$ -

Travel & Transportation		\$ -
<i>***Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.</i>		
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.)	<i>DRAFT for Grant Application Planning</i>	\$ -
***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		\$ -
Total Expenses Category I/II and Category III		\$ -

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)	INDIRECT/DIRECT ADMINISTRATIVE COSTS (NOT ALLOWABLE AS DIRECT COSTS)
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.	
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.)
Materials and Supplies: Project-related supplies used to conduct the project, including curriculum; food pantry or food box preparation and distribution; or day shelter services	Materials and Supplies: Pens, pencils, paper, staples, transparencies, toner cartridges, diskettes, printer paper, word processing and spreadsheet programs
Equipment: Computers, laptops, printers, furniture, etc. or allocated cost of General Office equipment	Equipment: 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
Professional Fees & Contract Services: consultants, security, etc.	
Space Costs: 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	Space Costs: 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	Staff Development & Training: Registration fees for DWS approved trainings for administrative employees
Staff Travel: Staff transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business; Out-of-state travel requires prior approval from a DWS-HCD Program Specialist	Staff Travel: Meals, lodging, rentals, fuel, transportation, and gratuities
Communication: Local phone service, cell phones, if verifiable to specific project, Consistent monthly charges of printing, copying, phone, postage, advertising	Communication: Long distance calls, installation and maintenance
Client Services: 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	
Client Housing Payments: 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.

_____	_____
Name	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
Certification Regarding Lobbying, Debarment, and Drug Free Workplace: All federal contracts and sub-awards include language regarding parties and activities excluded from procurement activities.	Federal Code Http://ojp.gov/funding/Apply/Resources/Certifications.pdf
Employee Insurance Coverage Notification Against Legal Liability: Employees are provided information in writing upon hire and by April 15 annually regarding insurance coverage and legal liability.	Utah Code 63A-4-204 and 63A-4- 204.5
Office of Management and Budget: 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/CFR-2014-title2-vol1/pdf/CFR-2014- title2-vol1-part200.pdf
McKinney-Vento Homeless Assistance Act; as Amended by S896 HEARTH Act of 2009: Sub recipients are framing program policies and procedures that align administration of HPO UHF projects with HEARTH Act of 2009.	Federal Code https://tinyurl.com/ybmpz272 www.hudexchange.info/programs/esg/esg-law-regulations-and- notices/
HUD Continuum of Care Alignment of Practices: Incorporation of Title 24 CFR Subchapter C Part 576 within Entity’s practice of applying programmatic requirements to project administration.	Federal Code https://tinyurl.com/ybvd8efr https://www.hudexchange.info/pro grams/coc/
CITIZEN PARTICIPATION: 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)
Fair Housing Act: 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
Title VI of the Civil Rights Act of 1964: Assurance that project administration prohibits discrimination on the basis of race, color, or national origin.	http://www.justice.gov/crt/about/cor/coord/titlevistat.php
Americans with Disabilities Act, Title II: Programs, services, and activities provided, or made available by public entities, are free from discrimination based on the ability of participants.	http://www.ada.gov/t2hlt95.htm
Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability should, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.	https://www.access-board.gov/the-board/laws/architectural-barriers- act-aba
The Age Discrimination Act of 1975: prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.	http://www.dol.gov/oasam/regs/statutes/age_act.htm
Conflict of Interest and Code of Conduct: 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. A DWS Code of Conduct OR Code of Conduct required for licensing by the Department of Human Services is required to be on file for all staff.	Federal Code https://www.gpo.gov/fdsys/granule/CFR-2014-title24-vol3/CFR-2014- title24-vol3-sec576-404 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 may not 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 may not terminate clients for:

- 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 approach 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 funding.

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	TH	<ul style="list-style-type: none"> • Div = Diversion • ES = Emergency Shelter Including Day Shelter • HMIS = HMIS Comparable Database • HP = Homeless Prevention • Other = Other • PSH = Permanent Supportive Housing • RRH = Rapid Re-Housing • SO = Street Outreach • SRO = Single Room Occupancy • TH = Transitional Housing
Application #1	HMIS Project Name 1											
	HMIS Project Name 2											
	HMIS Project Name 3											
	HMIS Project Name 4											
Application #2	HMIS Project Name 5											
	HMIS Project Name 6											
	HMIS Project Name 7											
	HMIS Project Name 8											
Application #3	HMIS Project Name 9											
	HMIS Project Name 10											
	HMIS Project Name 11											
	HMIS Project Name 12											
Application #4	HMIS Project Name 13											
	HMIS Project Name 14											
	HMIS Project Name 15											
	HMIS Project Name 16											
Application #5	HMIS Project Name 17											
	HMIS Project Name 18											
	HMIS Project Name 19											
	HMIS Project Name 20											