

**Department for Children and Families  
OFFICE OF ECONOMIC OPPORTUNITY**

**NOTICE OF FUNDING & APPLICATION  
Warming Shelter for Single Adults in Rutland County  
Housing Opportunity Grant Program  
Revised 11.27.17**

The Department for Children and Families has received a one-time general fund appropriation to facilitate the development of seasonal warming shelter for adults in the Rutland Agency of Human Services (AHS) District during the 2017-2018 winter season. This Notice of Funding Announcement seeks proposals from qualified organizations to develop and operate a seasonal warming shelter facility this season. These one-time funds will be awarded under the Housing Opportunity Grant Program; projects receiving funds must follow the requirements of the Housing Opportunity Grant Program. Although funding for seasonal shelter capacity is one-time, it is expected that a successful implementation may result in ongoing funding for the project. The Department for Children and Families encourages applicants to consider these one-time funds as start-up funding for an ongoing warming shelter project for adults in Rutland County.

Enclosed:

- I. Notice & Overview of Funding Opportunity
- II. Application, with Appendices
- III. Standard AHS Grant and Contract Provisions for information purposes only (Attachments C & F)

Awards will be made for state fiscal year 2018 only.

**PLEASE REVIEW ALL MATERIALS CAREFULLY.**

**APPLICATIONS ARE DUE BY 4:00 PM ON FRIDAY DECEMBER 15, 2017.**

## **SECTION 1: NOTICE AND OVERVIEW**

The Housing Opportunity Grant Program (HOP) provides funding to: operate emergency overnight and day shelter; provide essential services to shelter residents; implement coordinated entry to streamline client access to resources; and administer programs and the Homeless Management Information System (HMIS).

The purpose of this Notice is to invite applications to create seasonal “warming” shelter capacity for single adults in Rutland County.

The Housing Opportunity Grant Program operates within the [Opening Doors, Federal Strategic Plan to Prevent and End Homelessness](#) and the [Vermont Plan to End Homelessness](#). The primary goals of the Housing Opportunity Grant Program are to:

- 1) Decrease the number of individuals experiencing homelessness;
- 2) Shorten the length of time people experience homelessness;

A guiding principle of the Housing Opportunity Grant Program is to tie homeless assistance activities to permanent housing through systems, practices, and initiatives that are informed by data and proven approaches. While the program works to address the needs of homeless people in emergency shelters, the focus is to assist people to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.<sup>1</sup>

### **AMOUNT AND SOURCE OF FUNDS**

Grants will be awarded by the State Office of Economic Opportunity to Vermont municipalities or, with municipal approval, non-profits whose purpose it is to assist people experiencing homelessness. Up to \$300,000 in funds are available to support warming shelter capacity for adults in the Rutland AHS District (i.e., Rutland County). These funds are available for SFY 2018 only (July 1, 2017 – June 30, 2018), as appropriated as one-time funds for the General Assistance Emergency Housing program. Although funding is one-time, it is expected that a successful implementation may result in ongoing funding for the project. The Department for Children and Families encourages applicants to consider one-time funds as “start-up” funding for an ongoing warming shelter project for adults in Rutland County.

### **APPLICANT ELIGIBILITY REQUIREMENTS**

To be eligible an applicant must:

- Be a municipality or a private non-profit organization with municipal approval. Faith-based non-profit organizations are eligible and should review requirements in Section E, Attachments.
- All emergency shelter sites must pass a shelter habitability inspections, in addition to all local and state inspections.
- Certify that the assisted property will be maintained as an Emergency Shelter for at least:
  - 10 years if grant is used for major renovation or conversion of building;
  - 3 years if grant is used for rehab other than major renovation or conversion;
  - the period the funded assistance (SFY 2018) is provided if that assistance is not rehabilitation or renovation.

---

<sup>1</sup> HUD HEARTH Emergency Solutions Grants Program, Interim Regulation, <https://www.hudexchange.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/>

## **APPLICATION & SUBMISSION INFORMATION**

### **1) Content and Form**

Proposals should follow the outline in the APPLICATION section below. All proposals must include the following, in the order shown:

- A) Cover Sheet
- B) Background (New Applicants Only)<sup>2</sup>
- C) Program Narrative
- D) Budget & Justification
- E) Attachments – please review carefully

Proposals should be in 12 pt. font, with a header that includes page number and applicant name. There are no page limitations.

### **2) Submission Process**

Applicants are encouraged to submit their proposal electronically by sending a PDF document to [kristin.lyons@vermont.gov](mailto:kristin.lyons@vermont.gov). Budgets may be submitted in excel. Applicants submitting their proposal by mail should send one original application to:

State Office of Economic Opportunity  
ATTN: Housing Opportunity Grant Program  
280 State Drive, NOB 2 North  
Waterbury, Vt. 05671-1050

Applications will NOT be accepted by facsimile or hand delivery.

**Applications are due no later than 4:00 P.M. December 15, 2017.**

All questions should be directed to Sarah Phillips, (802) 241-0938 or [sarah.phillips@vermont.gov](mailto:sarah.phillips@vermont.gov)

## **APPLICATION TIMELINE**

- Notice of Funding Opportunity released: November 22, 2017
- Applications due no later than 4:00 PM, December 15, 2017
- Award Notifications as close to January 1 as possible
- Program Period:
  - A) Shelter Operation: estimated January – April, 2018
  - B) Grant term ends June 30, 2018.

The Office of Economic Opportunity reserves the right to negotiate terms of the grant agreement with prospective grantees prior to grant execution. This may include refinement of the program outcomes, services provided and costs covered under the grant agreement.

---

<sup>2</sup> New Applicants are those not previously direct recipients of HOP funds.

## **OBLIGATION OF FUNDS**

Obligation of the funds must occur within 30 days from the date that the grant funds are made available. Funds not expended by the completion date may be recaptured.

## **SELECTION PROCESS**

All applications will be evaluated by the Office of Economic Opportunity and Economic Services Division of the Department for Children and Families based on capacity of applicant, approach, sustainability of the project, and local coordination. Part of the selection process may involve a site visit of the finalist at which time documentation listed in the application may be reviewed. Proposals will be evaluated based on a demonstrated ability to:

- 1) Meet the criteria as outlined in this Notice of Funding.
- 2) Previous program performance under HOP program performance measures.
- 3) The applicant's history of providing effective shelter or services to the homeless.
- 4) Demonstrate leveraged funding to support the proposed program.
- 5) Ability to ensure the continued availability of clean and safe emergency shelter during the proposed program term.
- 6) Support the rapid transition of participants from emergency shelter to permanent housing. Shorten the length of time people experience homelessness.
- 7) Provide appropriate follow-up to support stability and measure outcomes. Reduce the number of individuals returning to homelessness.
- 8) Promptly provide appropriate services to households requiring them.
- 9) Support education, training and employment activities for clients, and help participants to access other appropriate community services and mainstream benefits and support services (including medical care, mental health and substance abuse treatment, counseling, supervision, and other services essential for achieving independent living).
- 10) The applicant's engagement of homeless individuals in the governance or operation of programming and services, to the maximum extent practicable.
- 11) Responsibly manage public funds and reporting expectations required under a grant agreement with the State of Vermont.
- 12) Reduce General Assistance motel utilization and/or spending in the Rutland AHS District.

Actual award amounts will be based on the following:

- Requested amount (total request and spending plan)
- Available funds
- Strength of application in demonstrating application criteria are met
- Ability of annualized operating request to demonstrate an equal or greater decrease in General Assistance motel spending in the Rutland AHS District/Rutland County.

## ELIGIBLE PROGRAM COMPONENTS

Please see the chart below for additional information on participant eligibility and eligible activities.

- 1) **EMERGENCY SHELTER:** Emergency Shelter means any facility, the primary purpose of which is to provide a temporary shelter for people experiencing homelessness, **AND** which does not require occupants to sign leases or occupancy agreements.
  - A) **Essential Services** for homeless individuals in emergency shelter.
  - B) **Shelter Operations.**
  - C) **Renovation or Rehabilitation** of a facility to provide emergency shelter.
  
- 2) **ADMINISTRATION:** Grantee may use funds to pay for the costs of administering the program, even if these costs are not otherwise directly attributable to a program component listed above. This might include supervision of employees, financial management, etc. If an organization has a federally approved indirect cost rate consistent with OMB guidance, these costs may be allocated to eligible activities. Alternatively, grantees may use a de minimus indirect rate of 10% of the total program budget. In no cases may administration exceed 10% of the overall grant award, including all indirect costs.

	<b>EMERGENCY SHELTER</b>
<b>ELIGIBILITY</b>	<p>Individuals and Families <b>defined as Homeless</b> under the following categories:</p> <ul style="list-style-type: none"> <li>• Category 1 - Literally Homeless</li> <li>• Category 2 - Imminent Risk of Homeless</li> <li>• Category 3 - Homeless Under Other Federal Statutes</li> <li>• Category 4 - Fleeing/Attempting to Flee DV</li> </ul>
<b>ACTIVITIES</b>	<p><b>ESSENTIAL SERVICES<sup>3</sup></b></p> <ul style="list-style-type: none"> <li>• Case Management</li> <li>• Education Services (incl consumer ed, ESL, health, substance abuse prevention, literacy, GED, etc)</li> <li>• Employment assistance</li> <li>• Outpatient health services</li> <li>• Legal services</li> <li>• Life skills training (incl conflict resolution, financial or household management, parenting, food/nutrition, etc)</li> <li>• Mental health services</li> <li>• Substance abuse services</li> <li>• Transportation</li> <li>• Services for special populations (HIV/AIDS, DV, youth)</li> </ul>
	<p><b>SHELTER OPERATIONS</b></p> <p>Maintenance (incl routine repairs), Rent, Security, Fuel, Utilities, Equipment, Insurance, Food, Furnishings, Supplies necessary for shelter operation</p>
	<p><b>SHELTER RENNOVATION OR REHABILITATION</b></p> <p>Major Rehabilitation, Conversion, or Renovation of a building to serve as a homeless shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost. Note: Property acquisition and new construction are ineligible activities.</p>

<sup>3</sup> Funds can only be used for emergency or outpatient health services, mental health services, legal services and substance abuse treatment to the extent that other services are unavailable or inaccessible within the community.

**Funding may NOT be used for any of the following:**

- Property Acquisition, new construction or mortgage costs;
- Staffing costs (except as noted above).

**See APPENDIX B. Standards for Provision of Assistance for additional limitations and requirements.**

**REPORTING & RECORDKEEPING REQUIREMENTS**

- Quarterly Reports: Grantees will submit monthly program reports to the Office of Economic Opportunity due the 15<sup>th</sup> of each month during the grant term. These consist of a summary of demographic information, shelter utilization, and performance outcomes.
- Final Report: The final report (due July 15) should also include a financial accounting of the expenditure of funds and a narrative covering activity during the grant year.
- Financial Reports: All cash requests must be accompanied by a financial accounting of expenditures.
- Point-in-Time Count: Grantees are required to participate in the annual Point-in-Time Count conducted by the Continuum of Care as required by HUD. The date of the count will be determined by HUD (anticipated late January).
- HMIS: Grantees are required to participate in the Homeless Management Information System (HMIS) designated by their Continuum of Care (e.g., ServicePoint).
- Participant Eligibility: Grantees are required to document eligibility as part of an intake process. These records and associated documentation may be kept virtually (e.g., HMIS) and/or in hard copy form.
- Financial Records: Grantees are required to maintain complete financial records of all funded activity, including invoices, receipts, and payroll records. Grantees may be required to produce these by the OEO or the Agency of Human Services at any time in connection with documentation of a disbursement request, program monitoring, or financial auditing.
- General Recordkeeping: See Appendix D for general recordkeeping requirements.
- Continuum of Care Reporting: Grantees will be required to report no less than twice per year to their local Continuum of Care on the outcomes achieved by the funded program(s). Grantees will be required to participate in the Local Coordinated Entry Partnership.

## **PERFORMANCE MEASURES**

Grantee's program performance measures will be structured around one or more of the following indicators and tailored to the specific category of HOP funding awarded.

### **Emergency Shelter**

*Grantees will maintain shelter facilities that are staffed, insured, clear of safety violations. Providers will be paid on a pro-rata basis for the nights in the period that facilities are available to shelter the homeless AND meet the above conditions.*

*To establish baseline data, Grantee will report on the number of new shelter residents, the number of residents exiting the program, and the average length of stay.*

### **Connecting Homeless Households with Essential Services**

*The percentage of homeless households in emergency shelter, transitional housing, or publicly-funded motels who meet with a case manager or program equivalent within 3 days of referral (target 90%).*

### **Increasing Income and Access to Mainstream Benefits for Homeless Households**

*The number of homeless households receiving case management and:*

*the percentage who subsequently attain employment **OR** are enrolled in an educational or training program, **OR** qualify for cash or non-cash benefits (e.g., Reach-Up, SSI, General Assistance, VA, 3SquaresVt, etc.) within 90 days of referral (target 70%);*

*the percentage who subsequently are stabilized in transitional or permanent housing within 90 days (target: 70%) **AND** the percentage of these formerly homeless households who continue to be stably housed for at least 90 days (target 70%).*

**Department for Children and Families**  
**OFFICE OF ECONOMIC OPPORTUNITY**  
**Warming Shelter for Single Adults in Rutland County**

**SECTION II: APPLICATION**

**A) COVER SHEET**

Include a Cover Sheet with the following (# and label):

- 1) Applicant Name, Address, Telephone
- 2) DUNS # (if applicable)
- 3) Fiscal Agent Name and Address (if applicable)

If using a Fiscal Agent, please attach signed written agreement between applicant and fiscal agent.

- 4) Contact Person, Telephone and Email
- 5) Total Grant Request \_\_\_\_\_
- 6) Name of Shelter and Shelter Address (if applicable)
  - i. Shelter Contact Person, Telephone & Email
  - ii. The number of weeks per year that the shelter is operational
- 7) The request for funding will support the following emergency shelter capacity:

	NEW (Proposed)
# of emergency shelter beds:	
# of emergency shelter rooms:	

- 8) Proposed Dates for Shelter Operation:

To the best of my knowledge and belief, information on all forms in this application is true and correct, and the application has been duly authorized by the governing body of the applicant.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

**B) BACKGROUND NARRATIVE**

**(NEW APPLICANTS ONLY, i.e., those not previously direct recipients of HOP funds)**

- 1) General Background: Provide the following background information on your organization: brief history, structure of organization, board members, staffing, affiliations and activities. Make clear how housing programming or services aligns with mission of the organization.
  
- 2) Management Experience & Capacity: Describe past experience and current capacity of the applicant to manage comparable state or federal grant programs in terms of scale/scope, in terms of program and financial management. Optional: attach organizational chart if available.
  
- 3) Housing Program Experience: Briefly describe the experience of the organization in providing housing or services (e.g., emergency shelter, transitional housing, outreach, homelessness prevention, rapid re-housing, case management or service coordination, etc.) and/or other relevant experience working with target population.
  
- 4) Demonstrated Results: Use data from past performance to demonstrate the applicant’s ability to reduce the incidence or duration of homelessness in your local Continuum of Care; prevent homelessness or re-house the homeless; provide effective housing stability case management services; and/or connect homeless clients with mainstream benefits.

**C) PROGRAM NARRATIVE (please use the following outline; please cross-reference when appropriate)**

- 1) Program Summary: Briefly describe how funds will be utilized and for whom the program is designed to serve. Be specific beyond the basic eligibility criteria provided (i.e., identify any subpopulations, etc.)
  
- 2) Relevant Program Experience: Does your organization have previous experience in providing emergency shelter?  

Yes                       No

If no, please briefly describe the organization’s relevant experience and expertise that qualify it to operate the proposed program. (NEW APPLICANTS PLEASE SKIP)

- 3) Program Results: Provide data that demonstrates results your homeless assistance program has achieved in the past year. Use past performance data. If helpful, provide any analysis or explanation. Include participant stories only if used to provide a deeper understanding of results data provided (not required). (NEW APPLICANTS PLEASE SKIP)

4) Local Coordination/Continuum of Care:

a) Describe your organization's role and participation in your local Continuum of Care. Be specific. Is this an established or new role?

5) Mainstream Resources: Describe the plan for connecting clients with mainstream benefits (e.g., Medicaid, 3SquaresVt, Reach Up, WIC, SSDI/SSI, VA, unemployment insurance, etc.) and services such as medical/mental health treatment, counseling, workforce development/job training, child care, financial empowerment and other services needed to achieve independent living.

6) Homeless Participation: Describe how, to the maximum extent practicable, the grantee will involve, through employment, volunteer services, or otherwise, homeless individuals in operating or providing shelter and/or services.

7) Accessibility: Describe how the grantee will ensure access to all programs, services and activities for people with disabilities.

8) Intake & Admission: Provide the shelter hours and intake hours (if different). Does the program use a first come, first serve admission policy or does it restrict eligibility or prioritize admission (beyond homeless eligibility)? If yes, please describe how eligibility or prioritization is determined.

How do you anticipate coordinating shelter access with other emergency shelter providers, including the Open Door Mission, Economic Services General Assistance Emergency Housing, Homelessness Prevention Center (emergency apartments) and NewStory (formerly Rutland County Women's Network & Shelter)?

9) Assessment: Describe the assessment process used to determine a) immediate needs of the individual, and b) the amount and type of assistance and support that the individual needs to regain stability in permanent housing.

10) Program Volunteers: Does the program use volunteers? If yes, in what capacity? Describe how volunteers are recruited, trained and supervised.

11) Where Essential Services Funding will be used for *services other than case management or staff*, describe how funds will be utilized to connect homeless individuals to critical services needed to achieve self-sufficiency and permanent housing.

12) If funding will be used for Case Management: ***Please see Appendix B, Standards for Provision of Assistance, for clarification on the definition of “Case Management”***

- a) Describe, in detail, the model or approach that will be used, including estimated caseloads; qualifications or training of housing support workers/case managers; the assessment process and development of written housing plans/personal goals; and the plan for connecting clients with mainstream benefits and services. Describe how this approach will specifically address barriers to obtaining and maintaining housing.
  
- b) Describe the level of aftercare case management to be provided once individuals are in permanent housing.
  
- c) Identify how case management leads, coordinators or teams will be established; and how this activity will be coordinated with other local providers in the AHS District or local Continuum of Care. How will communication ensure that supports are integrated?

**D) BUDGET & JUSTIFICATION**

**Applicants are encouraged to present their budget using the excel template provided.**

Please present budget information in the following format. A budget narrative is required. Applicants may be asked to submit an estimated annual operating budget for a second year of funding.

Budget Category/Item	Housing Opportunity Grant Program (HOP) Request	C. Leveraged Funds (including all other sources of funding – private, public, cash and in-kind/volunteer)	Total Program Budget (A+B+C)
<b>1) Emergency Shelter</b>			
a) Essential Services			
b) Shelter Operations			
c) Shelter Renovation/Rehabilitation			
<b>2) Administration</b> (do <i>not</i> include indirect costs allocated to the appropriate activities above)			
<b>TOTAL:</b>			

**DOUBLE CHECK ALL MATH.**

**Please provide a budget justification for each category of funding requested. A budget justification should include the basis or methods for costs, allowing their review to determine whether costs are allowable, reasonable and appropriate.**

**For ALL Salaries include the following for each Staff Position:**

Position Title, Brief Description of Responsibilities, Show Calculation for \$ Request, including: Total Hours/Week, Total Weeks/Year, Hourly Wage, Fringe Rate, and Indirect Costs (if applicable).

Applicants are encouraged to use or adapt the personnel worksheet provided in the budget template (excel).

Provide a Brief Description of Responsibilities of Each Position or Attach Position Description(s).

**For Essential Services Funding:**

In addition to salary and staff position information, include additional costs such as contracted services, staff mileage, etc. Provide a basis for the amount included.

**For Emergency Shelter Operations Funding:**

Requests for operations funding must include a list of items for which the grantee is requesting funding (i.e., rent, electricity, insurance, fuel, cleaning, rubbish/snow removal, maintenance/minor repairs, etc.). If not

evident, provide a basis for the amount included. If the organization operates more than one shelter facility, be clear with program titles and addresses which facilities are being included in the request.

Please note any costs that would be considered one-time or start-up.

**For Emergency Shelter Renovation/Rehabilitation Funding:**

Requests for renovation/rehabilitation funding must include a description of the scope of work, and a basis for the amount included (e.g., project estimate).

The following documentation will be required prior to an award of funds for shelter renovation/rehabilitation, but are not required as part of the application:

- Current photographs of interiors and exteriors
- Copy of deed or lease
- Floor plan indicating improvements to be made

(Note: For renovation projects, all of the above will be required.)

**If funds will support a facility, does the shelter facility also provide shelter or beds for individuals that do NOT meet the definition of homeless (*Appendix A*) – such as offenders on furlough through the Department of Corrections? If so, how many beds or units does the facility have in total and how many are set aside for DOC clients or other non-homeless clients? Be sure to provide a total shelter operations budget. Include any additional information or basis for determining the request for shelter operations funding.**

**Please note: Requiring guests to pay any fees or “rent” in exchange for shelter is prohibited. Grantees may require saving of income may be appropriate if returned to guests upon exit. Any interest earned from client savings held in escrow should be returned to the client.**

**For Administration**

NOTE: Grantees may use a federally approved indirect cost rate or a de minimus indirect rate of 10% of the total program budget. In no cases may administration exceed 10% of the overall grant award. Funds may be used to supervise employees, financial management, etc. No justification is required. Please complete the following:

Subtotal Indirect Costs Included Above:	\$_____
Or De Minimus 10% of Base Budget (Base Budget Request x .10):	\$_____
Total Grant Request:	\$_____
Administration % of Total Grant	_____%

## **E) ATTACHMENTS**

### **1) ORGANIZATION AND PROGRAM BUDGET (required)**

Attach the current organization budget. Multi-service organizations should also provide a department or program budget (current and/or projected). Please note all additional funding sources and amounts (anticipated and secured) for your housing program such as: Reach-Up, HUD Continuum of Care, HUD Housing Counseling, Dept. of Corrections, Private Donations, etc.

### **2) CERTIFICATE OF PROOF OF INSURANCE (required)**

Attach certificates of insurance. Minimum coverage limits are given in the attached standard Vermont and AHS provisions for grants and contracts (**See ATTACHMENT C**). This includes: Workers Compensation, General Liability & Property Damage, Automotive Liability

### **3) ORGANIZATIONAL CHART (optional)**

If you have a large organization, please include an organizational chart to clarify your management structure and departments.

### **4) LETTERS OF SUPPORT**

New projects are strongly encouraged to include a letter of support from the local Continuum of Care. Other letters of support may be included to demonstrate key partnerships that are essential to the proposed scope of work. If using a fiscal agent, attach a signed written agreement. Letters of support should be specific to the proposal, reference the scope of work proposed, the HOP request amount, and ways the author intends to support or partner with the applicant.

**5) SIGNED ASSURANCES (required)**, please sign the form provided in *Appendix C*.

### **6) WRITTEN STANDARDS (see Appendix B for details)**

Attach written standards (e.g., policies and procedures) that address shelter admission (including waiting lists, if applicable), diversion, referrals, discharge, and termination of shelter/services.

If not available at the time of application, written standards must be provided and approved by OEO prior to any final award of grant funds.

### **7) For Faith-based or Religious Organizations, Buildings, Programs or Activities:**

Eligibility for funding requires that services and assistance (at your facility or as part of the funded program) are carried out in a manner which neither advances nor inhibits religion. Please answer the following questions with those criteria in mind:

- Is the shelter facility owned by a "primarily religious organization?"
- Describe all activities, services, or other benefits offered by the shelter which reflect a religious orientation and which will be funded wholly, or in part, by the HOP funds.
- Attach the shelter's Articles and By-Laws if these documents reflect a religious orientation in its activities or purpose.

**WE RESERVE THE RIGHT TO REQUEST FURTHER INFORMATION.**

## APPENDIX A. DEFINITION OF HOMELESSNESS

*Published by HUD - November 15, 2011; Adopted by the Vermont Agency of Human Services*

<b>CRITERIA FOR DEFINING HOMELESSNESS</b>	<b>Category 1</b>	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;</li> <li>(ii) Is living in supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); <b>OR</b></li> <li>(iii) Is exiting an institution where (s)he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.</li> </ul>
	<b>Category 2</b>	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <b>AND</b></li> <li>(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.</li> </ul>
	<b>Category 3</b>	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the Runaway and Homeless Youth Act (42 U.S.C. 5732a, section 387), the Head Start Act (42 U.S.C. 9832, section 637), the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2, section 41403), the Public Health Service Act (42 U.S.C. 254b(h), section 330(h)), the Food and Nutrition Act of 2008 (7 U.S.C. 2012, section 3), the Child Nutrition Act of 1966 (42 U.S.C. 1786(b), section 17(b)) or McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a, section 725);</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during the preceding 60-days; <b>AND</b></li> <li>(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or GED, illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.</li> </ul>
	<b>Category 4</b>	Fleeing/ Attempting to Flee Domestic Violence	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;</li> <li>(ii) Has no other residence; <b>AND</b></li> <li>(iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.</li> </ul>

**APPENDIX B. VERMONT HOP STANDARDS OF PROVISION OF ASSISTANCE**  
**State Fiscal Year 2018**  
*Abridged for Emergency Shelter Projects, Nov 2017*

**A. *Evaluation of individuals' eligibility for assistance under the Housing Opportunity Grant Program (HOP).***

The policies and procedures of providers funded under HOP shall be consistent with the definition of homeless in 24 CFR 576.2 (included as Appendix A) and the recordkeeping requirements in 24 CFR 576.500(b), (c), (d), and (e), specifically:

Program participant eligibility for Emergency Shelter is limited to individuals who meet the criteria under paragraph (1), (2), (3), or (4) of the HUD Definition of Homelessness (Appendix A).

**B. *Admission, diversion, referral and discharge by emergency shelters and transitional housing programs.***

Emergency Shelter and Transitional Housing Providers are required to provide written shelter standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence/sexual assault. Applicants must attach written standards that include policies and procedures that address shelter admission, diversion, referral and discharge. This includes policies related to involuntary and voluntary discharge, which will be reviewed by the Office of Economic Opportunity to ensure compliance with federal regulation standards.

**C. *Assessing, prioritizing, and reassessing individuals' needs for essential services related to emergency shelter.***

Emergency Shelter Providers are required to have written policies and procedures regarding how residents' needs for essential services are determined and prioritized. All Emergency Shelter applicants must describe their standards in their application for funding.

**D. *Case Management Guidance:***

Grantees using HOP funding to provide Case Management activities must understand and agree to the following special guidance.

***Clarifying Intake/Screening, Search & Placement,  
and Housing Stability Case Management***

While acknowledging that case management should remain flexible to best serve the individual needs of households, the following defines basic expectations as to what is provided. This is preceded by a definition of Intake/Screening, another essential function for programs serving the homeless, and a description of Housing Search & Placement.

**Intake/Screening: To provide *coordination at the program or community level; and direct financial assistance where appropriate.***

- Record basic household information to determine immediate need, and eligibility for other assistance.
- Assess if a household's needs can be met with financial assistance alone (such as back rent, security deposit), or if more intensive supports are required.
- Provide financial assistance where appropriate.
- Determine what initial referral may be appropriate (case management, shelter, etc.).
- Follow-up on initial referral to prevent a household from "falling through the cracks."

**Housing Search & Placement:** *To provide logistical support and housing counseling to households preparing to move into permanent housing.*

- Assess housing barriers, needs and preferences.
- Develop of an action plan for locating housing.
- Support housing search.
- Provide outreach and negotiation with landlords.
- Assist with rental applications and understanding leases.
- Assess housing habitability and rent reasonableness.
- Assist with obtaining utilities and making moving arrangements.
- Provide tenant counseling on rights and responsibilities.

**Housing Case Management:** *To provide coordination for the household; to provide more intensive interaction and services for clients deemed unlikely to resolve their housing crisis with short-term financial assistance alone.*

- Work closely with the household to acquire and maintain stable housing which is affordable to them.
- Determine (in consultation with household and other community partners, if applicable) who shall be the lead case manager for the household.
- Work with participants to develop a housing and service plan (including a path to permanent housing), set goals, and help participants stay on course.
- Provide ongoing risk assessment and safety planning with victims fleeing violence or make appropriate referral.
- Employ best practices to help the household identify its strengths and opportunities, as well as underlying issues which may have led to homelessness, or could undermine success if not addressed.
- Provide information, referrals and encouragement for the household (or members of the household) to avail themselves of other appropriate services or take appropriate action to address barriers.
- Assist with developing, securing and coordinating services and obtaining benefits.
- Monitor and evaluate client progress.

- Maintain a relationship with household, identifying the appropriate level of support without creating over-dependence. This includes providing post-lease, follow-up case management for higher-risk individuals after they have moved into permanent housing.

***E. Other Guidance and restrictions on use of HOP funds:***

Additional guidance on eligible and ineligible uses of HOP funds are contained in the Notice of Funding, grant agreements and guidance issued by the Office of Economic Opportunity. Grantees are encouraged to contact the Office of Economic Opportunity at (802) 241-0935 for clarification on any HOP requirements or standards.

## APPENDIX C. PROGRAMMATIC ASSURANCES HOUSING OPPORTUNITY GRANT PROGRAM (HOP)

**(Include as a signed page with submission)**

**Affirmative Outreach:** The grantee will make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the grantee intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the grantee will take additional steps to ensure that those persons are made aware of the facilities, assistance, and services. The grantee will also take appropriate steps to ensure effective communication with persons with disabilities to ensure that interested persons receive information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. The grantee will also take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons;

**Availability of Shelter:** If HOP funds are used for emergency shelter, the grantee will provide services or shelter to homeless individuals for the period during which the HOP assistance is provided, without regard to a particular site or structure, so long as the applicant serves the same type of persons (*e.g.*, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area;

**Permanent Housing & Support Services:** The grantee will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical care, mental health and substance abuse treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for such individuals;

**Homeless Participation:** To the maximum extent practicable, the grantee will involve, through employment, volunteer services, or otherwise, homeless individuals in maintaining and operating facilities assisted under HOP, in providing services assisted under HOP, and in providing services for occupants of facilities assisted under HOP;

**Confidentiality:** The grantee will implement written procedures to ensure that:

- (i) All records containing personally identifying information of any individual or family who applies for and/or receives assistance funded by HOP will be kept secure and confidential;
- (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under HOP will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- (iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the grantee and consistent with state and local laws regarding privacy and obligations of confidentiality.

---

Signature, Executive Director

---

Date

---

Printed Name

**APPENDIX D. RECORDKEEPING REQUIREMENTS**  
**Vermont Office of Economic Opportunity (OEO)**  
Published 6/25/2013, Updated 4/6/2015

All HOP grantees must have written policies and procedures in place to ensure requirements are met.

**1. Homeless or At-Risk of Homelessness Status:**

- Must maintain and follow written intake procedures.
- Documentation of Eligibility – Housing Status. See definitions of Homeless and At-Risk of Homeless for specific guidance on eligibility requirements. Documentation includes: third party verification; intake worker observation/certification; or self-certification. OEO may issue additional guidance on documentation of eligibility.
- For Rapid Re-Housing and Homelessness Prevention require:
  - Initial evaluation determining participant status and income.
  - For ongoing assistance (services, financial assistance &/or rental assistance), re-evaluation of eligibility to establish and document:
    - The program participant does not have an annual income that exceeds 30% of median family income for the area.
    - The program participant lacks sufficient resources and support networks necessary to retain housing without HOP assistance.
    - Frequency:
      - Rapid Re-Housing – not less than once annually.
      - Prevention – not less than once every 3 months.

**2. Documentation of Services and Assistance Provided to the Participant:**

- Records may be kept in written case files and/or HMIS or comparable management information system (as noted in grant agreement) are acceptable as long as they note when the person entered the data, date of entry and any changes made.
- Documentation must include compliance with requirements for providing services and assistance, including:
  - Rental Assistance agreements and payments
  - Habitability checks on assisted units
  - Fair Market Rent & Rent Reasonableness compliance
- Documentation must include compliance with policies and procedures regarding termination of services or shelter.

**3. Additional Documentation Includes:**

- Emergency Shelter records.
- Coordination with the continuum of care and other programs.
- Conflict of Interest policy, which includes personnel.
- Financial records – showing how HOP grant funds were spent on allowable costs in accordance with grant agreements.
- Confidentiality (written procedures) to ensure records are kept secure and confidential, including that participant housing addresses are not made public.

**4. Period of Record Retention:**

- All records must be retained for 5 years after all funds are expended.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits for Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise

be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- 9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## 12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

- 15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

## 16. Taxes Due to the State:

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

- 17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- 18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- A. is not under any obligation to pay child support; or
  - B. is under such an obligation and is in good standing with respect to that obligation; or
  - C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>

- 23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
  - B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
  - C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- 29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

**ATTACHMENT F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

**Inspection and Retention of Records:** In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

**Subcontracting for Medicaid Services:** Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

**Medicaid Notification of Termination Requirements:** Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

**Encounter Data:** Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance:** Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to

individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

**Protected Health Information:** Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

**Protection of Personal Information:** Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

**Other Confidential Consumer Information:** Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

**Data Breaches:** Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

**Abuse Registry.** Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable

adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact though (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

**Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

**Computing and Communication:** Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

**Intellectual Property/Work Product Ownership:** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

**Security and Data Transfers:** Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

#### 10. **Other Provisions:**

**Environmental Tobacco Smoke.** Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

**2-1-1 Database:** If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as

well as accurate and up to date information to its database as requested. The “Inclusion/Exclusion” policy can be found at [www.vermont211.org](http://www.vermont211.org).

**Voter Registration**: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

**Drug Free Workplace Act**: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

**Lobbying**: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

**AHS ATT. F 12.31.16**