

## MEMORANDUM

TO: Housing Opportunity Grant Program Supplemental Funding Applicants

FROM: Sarah Phillips, Director, Vermont State Office of Economic Opportunity

DATE: April 7, 2020

SUBJECT: COVID-19 Supplemental Housing Opportunity Grant Program (SFY 2020/2021)

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This is a request for applications for the supplemental funding to plan, prepare for, and address the COVID-19 public health crisis. The Housing Opportunity Grant Program (HOP) is administered by the State Office of Economic Opportunity (OEO) and blends federal and state funding to help nonprofit organizations, including community and faith-based organizations, operate within local Continua of Care to provide emergency and day shelter; provide transitional housing where appropriate; offer essential services to shelter residents; rapidly re-house homeless families and individuals in permanent housing; and prevent individuals and families experiencing housing crisis from becoming homeless.

This round of supplemental funding is focused exclusively on meeting the immediate increased emergency shelter and service needs resulting from the COVID-19 pandemic.

Enclosed you will find the Notice and Application for Vermont's COVID-19 Supplemental Housing Opportunity Grant Program (HOP):

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

Awards will be made on a rolling basis for the time period of March - June of 2020 and for state fiscal year 2021 (July 1, 2020 – June 30, 2021), should circumstances require and funding allow.

**PLEASE REVIEW ALL MATERIALS CAREFULLY.**

**APPLICATIONS WILL BE ACCEPTED ON A ROLLING BASIS THROUGH MAY 29, 2020.**

**Department for Children and Families**  
**OFFICE OF ECONOMIC OPPORTUNITY**  
**HOUSING OPPORTUNITY GRANT PROGRAM**  
**COVID 19 SUPPLEMENTAL FUNDING for EMERGENCY SHELTER & SERVICES**

**SECTION 1: NOTICE AND OVERVIEW**

**COVID-19 SUPPLEMENTAL HOUSING OPPORTUNITY GRANT PROGRAM (HOP) OBJECTIVES**

The Housing Opportunity Grant Program operates within the [Home, Together: The 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 and families experiencing homelessness;
- 2) Shorten the length of time people experience homelessness;
- 3) Reduce the number of individuals and families returning to homelessness; and
- 4) Prevent people from becoming homeless.

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.

The Housing Opportunity Grant Program (HOP) provides funding to operate emergency overnight and day shelter; provide essential services to shelter residents; and provide transitional housing where appropriate. This COVID 19 Supplemental Funding is for Emergency Shelter & Services is intended to support implementation of COVID-19 related requirements and guidelines for hygiene promotion, sanitation, and social distancing guidelines, including the Governor's "stay home, stay safe" order.

Identified needs include:

- Increased operations and essential service costs to expand or relocate community-based emergency shelter operations -
  - Expanded staffing coverage to provide new 24/7 emergency shelter capacity;
  - Extension of the usual season for seasonal emergency shelters;
  - Additional operating costs to reduce capacity/census at current site while maintaining overall emergency shelter capacity (e.g., added sites); or
  - Additional motel costs for emergency shelter.
- Additional costs related to staff training and new staffing for emergency shelters to plan/respond to the crisis.
- New/added non-staffing essential services costs to support households in motels paid for by the State or provided as emergency shelter by the agency, including supplies, materials, etc.
- New/added essential services costs related to staff retention and/or expanded staffing onsite or at motels.

**COVID-19 Guidance for all Emergency Shelter & Service Providers:**

- Homeless Shelter Guidance: <https://dcf.vermont.gov/oeo/covid19>
- Vermont Department of Health website: <https://www.healthvermont.gov/response/infectious-disease/2019-novel-coronavirus>

## **AMOUNT AND SOURCE OF FUNDS**

Grants will be awarded by the State Office of Economic Opportunity to Vermont municipalities or non-profits whose purpose it is to assist people experiencing homelessness or persons. This supplemental funding notice is focused exclusively on meeting the immediate increased emergency shelter and service needs that have resulted from, and are directly related to, the COVID-19 pandemic. Anticipated allowable activities for the supplemental funds, which shall NOT replace other funds and existing services.

The State of Vermont expects to receive supplemental funding from the Emergency Solutions Grant funds from the federal Department of Housing and Urban Development (HUD) to support emergency response to the COVID-19 pandemic of 2020. The State will use these funds, general state funds, and/or other sources that become available to eligible entities and activities under the **Housing Opportunity Grant Program** on a rolling basis for March-June of 2020, and for state fiscal year 2021 (July 1, 2020 – June 30, 2021), should circumstances require and funding allow. **The availability of funds in both SFY 2020 and SFY 2021 is contingent on final federal award notification and final appropriation by the State Legislature.**

There is no match requirement for applicants.

## **APPLICANT ELIGIBILITY REQUIREMENTS**

To be eligible an applicant must:

- Be a municipality or a private non-profit organization. New organizations and new projects may be required to obtain municipal approval (“certificate of local government approval”) prior to final award. Faith-based non-profit organizations are eligible and should review requirements in Section E, Attachments.
- All emergency shelter applicants must have resolved any outstanding issues from past shelter habitability inspections or have corrective actions in progress according to a plan approved by the Office of Economic Opportunity. Applicants with outstanding issues may be considered for funding eligibility on a case by case basis.
- Any subrecipient of federal funding must be current with their annual filing to the [State of Vermont Department of Finance & Management](#).

## **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>1</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.

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<sup>1</sup> New Applicants are those not previously direct recipients of HOP funds.

## 2) Submission Process

Applicants are encouraged to submit their proposal electronically by sending a PDF document to [AHS.DCFOEOCashRequests@vermont.gov](mailto:AHS.DCFOEOCashRequests@vermont.gov). Budgets may be submitted in excel.

Applications will NOT be accepted by mail, facsimile, or hand delivery.

### **APPLICATIONS WILL BE ACCEPTED ON A ROLLING BASIS THROUGH MAY 29, 2020.**

All questions should be directed to Emily Higgins, (802) 798-2251 or [emily.higgins@vermont.gov](mailto:emily.higgins@vermont.gov)

### **APPLICATION TIMELINE**

- Notice of Funding Opportunity released: April 6, 2020
- **Applications due on a rolling basis, but no later than 4:00 PM, May 29, 2020**
- Award Notifications for emergency funds: anticipated within two weeks of receipt of complete application
- **Program Period: 3/10/20-6/30/2020; to be extended into SFY 2021 at the discretion of DCF/OEO, should circumstances require and funding allow**

The Office of Economic Opportunity/Department for Children & Families 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.

### **OBLIGATION OF FUNDS**

Obligation of the funds must occur within 90 calendar days from the date that the grant funds are made available. Funds not expended by the completion date may be recaptured and reallocated to other HOP grantees.

### **SELECTION PROCESS**

All applications will be evaluated by the Office of Economic Opportunity based on local need, capacity of applicant, approach and local coordination. The proposals will be evaluated based on a demonstrated ability to:

- 1) Meet the criteria as outlined in the COVID-19 Notice of Supplemental Funding, including an identified need or gap related to the objectives of this notice.
- 2) Meet previous program performance under HOP program performance measures.
- 3) The applicant's history of providing effective shelter or services to the homeless.
- 4) Address an identified need or gap within the district and coordinated within local COVID-19 response efforts.
- 5) Ensure the continued availability of clean and safe emergency shelter.
- 6) Promptly provide appropriate services to households requiring them, and link households to mainstream benefits and services.
- 7) Reduce perceived and real barriers to emergency shelter access.
- 8) Responsibly manage public funds and reporting expectations required under a grant agreement with the State of Vermont.

Actual funding will be based on the following:

- Requested amount (total request and spending plan)
- Available funds
- Strength of application in demonstrating application criteria are met

## **HOUSING OPPORTUNITY GRANT PROGRAM, ELIGIBLE PROGRAM COMPONENTS**

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

### **EMERGENCY SHELTER**

Emergency Shelter means any facility with the primary purpose to provide a temporary shelter for people experiencing homelessness in general or for a specific population of people experiencing homelessness AND does not require occupants to sign leases or occupancy agreements. This includes temporary seasonal/warming shelters, day shelters, and apartments owned or leased by the grantee and intended for short-term stay only.

- A) **Essential Services** for homeless individuals and families in emergency shelter or publicly funded motels.
- B) **Shelter Operations** Where there is no appropriate emergency shelter available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

### **ADMINISTRATION**

Grantee may use HOP 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.

**All supplemental funding requests must be related to COVID-19 response as outlined in this Notice.**

	<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>2</sup></b></p> <ul style="list-style-type: none"> <li>• Case Management</li> <li>• Onsite childcare</li> <li>• Education Services (including public health, 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>Where no appropriate emergency shelter available:</p> <ul style="list-style-type: none"> <li>• Hotel or Motel voucher</li> </ul>

**Housing Opportunity Grant Program 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 E. Standards for Provision of Assistance for additional limitations and requirements.**

<sup>2</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.

## **REPORTING & RECORDKEEPING REQUIREMENTS**

- Quarterly Reports: Grantees will submit quarterly program reports to the Office of Economic Opportunity due: July 15; additional quarterly program reports should funding be extended will be due: October 15, January 15, April 15. These reports consist of a summary of demographic information, shelter utilization, and performance outcomes tailored to the HOP activity for which each grantee is funded (*see below*).
- 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 term.
- Financial Reports: All cash requests must be accompanied by a financial accounting of expenditures.
- HMIS: Grantees are required to participate in VT HMIS (Homeless Management Information System), as designated by their Continuum of Care (e.g., ServicePoint). Programs serving victims of domestic and sexual violence are exempt from this requirement under the Federal Violence Against Women Act (VAWA), but are required to use Osnum, a separate comparable database (\$576.400f).
- Coordinated Entry: Grantees are required to participate in the Coordinated Entry process put in place by their respective Continuum of Care - Vermont Coalition to End Homelessness or Chittenden Homeless Alliance.
- 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 HOP-funded activity, including invoices, receipts, and payroll records. Grantees may be required to produce these by the OEO, federal funding agency, or Agency of Human Services at any time in connection with documentation of a disbursement request, program monitoring, or financial auditing.
- General Recordkeeping: See Appendix H for general recordkeeping requirements.
- **WRITTEN STANDARDS (see Appendix E for details):** All projects are required to have written standards (policies and procedures) as outlined in Appendix E.

## **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.

### **1) Sheltering homeless individuals and families in safe and clean emergency facilities**

*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.*

## 2) 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%).*

## 3) 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**  
**COVID-19 SUPPLEMENTAL HOUSING OPPORTUNITY GRANT PROGRAM**  
**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) Local Continuum(s) of Care & Agency of Human Services (AHS) District(s)
- 6) Total Supplemental Housing Opportunity Grant Request \_\_\_\_\_

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

**For numbers 7 & 8 below, please list out each project/location separately for clarity. Attach additional pages as needed.**

- 7) For Shelters:
  - a. Name of Shelter and Shelter Address (if applicable)
  - b. Shelter Contact Person, Telephone & Email
  - c. The number of weeks per year that the shelter is operational
- 8) The request for funding will support the following emergency shelter capacity:

	EXISTING	NEW (Proposed)
# of emergency shelter beds:		
# of emergency shelter rooms:		
# of emergency apartment units and rooms:		

**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, families with children, etc.). Clearly identify what services will be provided on site (vs. tele-support) as part of the summary or below.
  
- 2) Relevant Program Experience: Does your organization have previous experience in providing the housing or services described above?  

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) Description of Need: Briefly describe the need for supplemental funding as it relates to one or more objectives outlined in the COVID-19 Supplemental Notice of HOP Funds. Will funding preserve existing community resources or will it provide new or expanded shelter or services? Describe how the proposed activities fill a gap or address a priority identified by the State or community response to COVID-19.
  
- 4) Coordination within the Local Continuum of Care and Community Response Efforts: Describe how funds and activities will be coordinated as part of local COVID-19 response efforts.
  
- 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. Clearly identify how participants will be referred and connected to health care support.

- 6) Intake & Admission: Describe any changes to intake and shelter hours put in place as a response to COVID-19. Describe how barriers to emergency shelter access have been reduced or eliminated. Describe how eligibility or prioritization for emergency shelter or essential services is determined. Describe roles of essential services staff to meet emergency needs during the pandemic including: which clients they will be serving, in which locations, in what new ways.
- 7) Assessment:
  - a) Describe the assessment process used to determine immediate needs of the individual or family.
  - b) All individuals and families should be able to access the coordinated entry process. Describe how the agency will ensure shelter guests are able to complete the Coordinated Entry Assessment.
- 8) 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 and families to critical services needed to achieve self-sufficiency and permanent housing. Describe how funds achieve the objectives specific to COVID-19 Supplemental Funding – e.g., support social distancing, stay home/stay safe, etc.
- 9) If funding will be used for Essential Services Case Management: ***Please see Appendix E, Standards for Provision of Assistance, for clarification on the definition of “Essential Services Case Management”.*** Describe the model or approach that will be used, including: overall estimated caseload at any point in time, anticipated level (how often) of services, qualifications or training of case managers (or equivalent), and assessment process, and development of written housing plans/personal goals.

**D) BUDGET & JUSTIFICATION** Please present budget information in the following format.

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

Budget Category/Item	A. COVID-19 Supplemental Housing Opportunity Grant Program (HOP) Request	B. Leveraged Funds (including all other sources of funding – private, public, cash and in-kind/volunteer)	Total Program Budget (A+B)
<b>1) Emergency Shelter</b>			
a) Essential Services			
b) Shelter Operations			
<b>2) Administration</b> (do not 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).

Clearly delineate the request for supplemental funding from existing staff levels and costs.

Applicants are encouraged to use or adapt the personnel worksheet provided in the HOP 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, supplies, relocation expenses, 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, supplies, maintenance/minor repairs, etc.). If not evident, provide a basis for the amount included.

**Please note: Requiring guests to pay any fees or “rent” in exchange for emergency shelter is prohibited. Grantees may require guests or participants to save household income. All household savings must be returned to guests upon project 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 minimis 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 Minimis 10% of Base Budget (Base Budget Request x .10):	\$_____
Total HOP Grant Request:	\$_____
Administration % of Total Grant	_____%

## **E) ATTACHMENTS**

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

Attach the current organization budget. Please note any additional or leveraged funding sources and amounts (anticipated and secured) that will support your COVID-19 response efforts.

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

Attach certificates of insurance. Minimum coverage limits and additional insured details are given in the attached standard Vermont and AHS Provisions for Grants and Contracts (**See ATTACHMENT C, Section 8**). 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) SIGNED ASSURANCES (required for NEW APPLICANTS only),** please sign the form provided in Appendix G.

### **5) 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 or housing 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. (Only required for new applicants or those that have updated by-laws since a previous HOP application).

**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 E. VERMONT HOP STANDARDS OF PROVISION OF ASSISTANCE State Fiscal Year 2020**

### ***A. Evaluation of individuals' and families' 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 families and 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 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; and families who have the highest barriers to housing and are likely to be homeless the longest.

Emergency Shelter and Transitional Housing Providers must have 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.

If the shelter provides services to families with children under 18; the age of the child may not be used as a basis for denying family's admission.

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

Providers funded under the Emergency Shelter activity 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 & Services:***

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

### ***Clarifying Intake/Assessment, Housing Navigation Services, Essential Services Case Management, and Housing Retention Services***

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/Assessment:** *To provide coordination at the program or community level.*

- Record basic household information to determine immediate need, and eligibility for other assistance.
- Conduct an assessment to determine the amount and type of assistance and support that the individual or family needs to regain stability in permanent housing.
- Determine what initial referrals may be appropriate to meet a range of household needs – including, shelter and housing, as well as mainstream services (such as child care, parenting, employment, education, mental health, substance use treatment/recovery, legal services, etc.) and benefits (such as WIC, Reach Up, 3SquaresVt, SSI/SSDI, etc.).
- Follow-up on initial referrals to prevent a household from “falling through the cracks.”

**Essential Services Housing Case Management:** *To provide coordination for households in emergency shelter settings, ensuring basic needs are addressed and providing comprehensive referrals to mainstream services and benefits.*

- 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, 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 mainstream services and benefits.
- Monitor and evaluate client progress.
- Maintain a relationship with household, identifying the appropriate level of support without creating over-dependence.
- Ensure households have appropriate services after they have moved into permanent housing, including housing retention services.

**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) 398-5442 for clarification on any HOP requirements or standards.

**APPENDIX G. PROGRAMMATIC ASSURANCES  
HOUSING OPPORTUNITY GRANT PROGRAM (HOP)**

**(NEW APPLICANTS ONLY: 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 and families 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.*, families with children, 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 and families 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.

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Signature, Executive Director

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Date

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Printed Name

**APPENDIX H. RECORDKEEPING REQUIREMENTS**  
**Vermont Office of Economic Opportunity (OEO)**  
Published 6/25/2013, Updated 4/1/2020

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

**A. Client File Recordkeeping.**

**1. Documentation of Program Eligibility or Ineligibility Determination**

See **DEFINITION OF HOMELESSNESS** and **DEFINITION OF AT RISK OF HOMELESSNESS** documents for specific program eligibility requirements. Eligibility must be documented for all program participants. Records must also be kept for applicants deemed ineligible for assistance.

**2. Acceptable Documentation Provisions**

See **Homelessness Recordkeeping Requirements** for additional requirements. Acceptable documentation includes one of the following, listed in order of preference:

- a. third party verification, including written and source documentation, and HMIS records;
- b. intake worker observation/certification; or
- c. self-certification from person(s) seeking assistance.

Emergency Shelters must document eligibility at program entry. For emergency shelters, the primary method for establishing/documenting homeless eligibility may be self-certification by the individual or head of household. In these instances, one method of meeting this standard would be to require households to complete a sign-in sheet, with a statement at the top informing the individual or head of household that by signing, they certify that they are homeless. **Note: Under no circumstances must the lack of third-party documentation prevent an individual or family from being immediately admitted to emergency shelter or being immediately admitted to shelter or receiving services provided by a victim service provider.**

**3. Documentation of Termination of Assistance**

Involuntary termination of services, shelter or assistance according to program policy and procedures, including any appeal by the participant.

**4. Documentation of Services and Assistance Provided to the Participant**

Including entry and exit dates into the program (e.g., emergency shelter stays, enrollment in case management, etc.). Records kept in written 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.

**B. General Recordkeeping Requirements.**

- 1. Coordination with the Continuum of Care and other programs.**
- 2. Compliance with Conflict of Interest Policy, which includes all program personnel.**

3. **Financial records**, which demonstrate how HOP grant funds were spent on allowable costs in accordance with grant agreements.
4. **Record Retention Policy**

**ALL RECORDS MUST BE RETAINED FOR 5 YEARS AFTER ALL FUNDS ARE EXPENDED.**

## **ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

REVISED DECEMBER 15, 2017

**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 this 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.

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 if 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.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**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 this 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 this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

**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 this 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 this 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 12 ("Location of State Data"); 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 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**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. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. 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.

**25. 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.

**26. 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.

**27. Termination:**

- 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. 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.

**28. 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.

**29. No Implied Waiver of Remedies:** Either 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.

**30. 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.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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 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 accordance with 2 CFR 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.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(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 of 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 through (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 7 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 5/16/2018