

MEMORANDUM

TO: Existing Housing Opportunity Grant Program Grantees

FROM: Lily Sojourner, Director, Vermont State Office of Economic Opportunity

DATE: April 15, 2024

SUBJECT: Housing Opportunity Grant Program (FFY 2024 / SFY 2025)

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/Housing Coalitions to provide emergency shelter; provide transitional housing where appropriate; offer essential services to shelter and motel guests; rapidly re-house homeless families and individuals in permanent housing; and prevent individuals and families experiencing housing crisis from becoming homeless.

Enclosed you will find the Notice and Application for Vermont's State Fiscal Year 2025 Housing Opportunity Grant Program (HOP) **for existing grantees only**:

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

New applicants (not existing grantees) should reference the Notice and Application for Vermont's State Fiscal Year 2025 Housing Opportunity Grant Program (HOP) for new applicants here:

<https://dcf.vermont.gov/oeo/partners/funding>

Awards will be made for state fiscal year 2025 (July 1, 2024 – June 30, 2025).

PLEASE REVIEW ALL MATERIALS CAREFULLY.

APPLICATION DUE DATES (Early submissions are appreciated)
SIMPLIFIED RENEWALS - 4:00 PM, Monday May 13, 2024
FULL APPLICATIONS - 4:00 PM, Monday May 20, 2024

Webinar Announcement: The Office of Economic Opportunity will host two webinars on **Friday, April 19**. The webinar from 9:30-10:30am will be a review of the Housing Opportunity Grant Program Notice and Application for funding. The webinar from 10:30-11:30am will be a review of the Budget Template tool that must be submitted as part of the application. Both webinars will be recorded and archived. Applicants are encouraged to review these webinars.

Overview Webinar

Friday, April 19, 9:30-10:30am:

[Click to join on your computer or mobile app](#)¹

Or call in (audio only): +1 802-828-7667,,899459954#

Phone Conference ID: 899 459 954#

Budget Template Webinar

Friday, April 19, 10:30-11:30am:

[Click to join on your computer or mobile app](#)²

Or call in (audio only): +1 802-828-7667,,487785869#

Phone Conference ID: 487 785 869#

Office Hours Announcement: The Office of Economic Opportunity will also host two Office Hours sessions to provide additional technical assistance related to the application and budget tool. Office Hour sessions will not be recorded. Office Hour sessions are open to all applicants who would like the opportunity to ask specific questions about the application.

Office Hours Session 1

Wednesday, April 24, 1-2pm:

[Click to join on your computer or mobile app](#)³

Or call in (audio only): +1 802-828-7667,,724217624#

Phone Conference ID: 724 217 624#

Office Hours Session 2

Friday, April 26, 10-11am:

[Click to join on your computer or mobile app](#)⁴

Or call in (audio only): +1 802-828-7667,,435231851

Phone Conference ID: 435 231 851#

¹https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDRkOTHiQWEtOTg2OC00OWM5LWE1NDEtNTQxMTI1MWQyZmE4%40thread.v2/0?context=%7b%22Tid%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22Oid%22%3a%22cf9857f0-546e-4930-b458-2027c1523291%22%7d

²https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjY1MzMwZWmtYTg3ZS00MmJkLWJhYWVtZTE0Mzk3N2M1ZWVh%40thread.v2/0?context=%7b%22Tid%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22Oid%22%3a%22cf9857f0-546e-4930-b458-2027c1523291%22%7d

³https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGM2NGQwOWItZGM5ZS00OTk3LTk5YmItNTIxM2FmZjY5OTRh%40thread.v2/0?context=%7b%22Tid%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22Oid%22%3a%22cf9857f0-546e-4930-b458-2027c1523291%22%7d

⁴https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjFmZWVtZTE0Mzk3N2M1ZWVhODgtM2Q4NjdiYjRkZDlx%40thread.v2/0?context=%7b%22Tid%22%3a%2220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22Oid%22%3a%22cf9857f0-546e-4930-b458-2027c1523291%22%7d

Department for Children and Families
OFFICE OF ECONOMIC OPPORTUNITY
HOUSING OPPORTUNITY GRANT PROGRAM
(FFY 2024/ SFY 2025)

SECTION I: NOTICE AND OVERVIEW

HOUSING OPPORTUNITY GRANT PROGRAM (HOP) OBJECTIVES

The Housing Opportunity Grant Program (HOP) provides funding to: operate emergency shelter; provide essential services to shelter and motel guests; provide transitional housing where appropriate; rapidly re-house homeless individuals and families; prevent individuals and families experiencing a housing crisis from becoming homeless; implement coordinated entry to streamline client access to resources; and administer the Homeless Management Information System (HMIS).

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. While the program will continue to address the needs of homeless people in emergency shelter, the focus is to assist people to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.⁵

AMOUNT AND SOURCE OF FUNDS

Grants will be awarded by the State Office of Economic Opportunity to Vermont municipalities or non-profits whose purpose is to assist people experiencing or at risk of homelessness.

After reserving \$52,334 (HUD) for state administrative costs, the State anticipates awarding **\$645,454** in federal Emergency Solutions Grant funds from the Department of Housing and Urban Development (HUD), **\$25,747,402** from the General State Fund (GSF) appropriation, and **\$202,488** in Global Commitment funds. Coordinated Entry is supported by a federal HUD Continuum of Care Supportive Services grant, totaling **\$785,306** after reserving \$55,068 for state administrative costs. Altogether, a total of **\$27,380,650** is available for eligible entities and activities as part of the State Fiscal Year 2025 Housing Opportunity Grant Program (7/1/2024 – 6/30/2025). **The availability of funds in SFY 2025 is contingent on final award notification from HUD and final appropriation by the State legislature.**

As outlined in the Vermont Consolidated Plan, federal ESG funding will be targeted to support emergency shelter, HMIS, and rapid re-housing activities.⁶ As outlined in the Vermont Balance of State's application to HUD, federal Continuum of Care funding will be targeted to support lead agencies and key assessment partners in the balance of state.⁷

⁵ HUD HEARTH Emergency Solutions Grants Program, Interim Regulations, <https://www.hudexchange.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/>

⁶ All ESG federal and match funded projects will be subject to federal regulations under [24 CFR part 576](#).

⁷ All CoC federal and match funded projects will be subject to [24 CFR Part 578](#).

EXISTING GRANTEE APPLICANT ELIGIBILITY REQUIREMENTS

To be eligible an existing grantee applicant must:

- Be a municipality or a private non-profit organization. Faith-based non-profit organizations are eligible and should review requirements in Section E, Attachments.
- All applications for NEW or RELOCATED emergency shelter projects (i.e., facility-based) must have municipal/town approval and submit a Certification of Local Government Approval with their application (Appendix E).
- All emergency shelter applicants must have resolved any outstanding issues from past shelter habitability inspections or be current on the plan approved by the Office of Economic Opportunity⁸.
- All applicants must not be on the federal ([SAM](#)) or state ([BGS](#)) debarment list. Any subrecipient of federal funding must be current with their annual filing to the [State of Vermont Department of Finance & Management](#).
- **Organizational Conflict of Interest:** No grantee may, with respect to individuals or families occupying housing owned by the grantee, subsidiary or parent organization, determine eligibility, carryout assessment, or administer homelessness prevention or financial assistance.

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:

- Cover Sheet
- For emergency shelter or transitional housing projects: section A2
- For financial assistance projects: section A3
- Project Narrative – *only required if not submitting a Simplified Renewal application (see below)*
- Budget & Justification
- Attachments – *please review carefully*

Proposals should be in 12 pt. font, with numbered pages. There are no page limitations.

2) Simplified Renewal

Applicants who meet the following criteria may submit a simplified renewal application:

- Resolved outstanding issues from programmatic, habitability, or financial monitoring, or have actions in progress according to a plan approved by the Office of Economic Opportunity
- Proposing no significant⁹ programmatic or financial changes

⁸ Applicants are encouraged to contact OEO to ensure that this requirement has been met.

⁹ COLA and inflationary increases are **not** considered significant financial changes.

Simplified Renewal proposals do not require a narrative (section C), but must include the following:

- Cover Sheet
- For emergency shelter or transitional housing projects: section A2
- For financial assistance projects: section A3
- Budget & Justification
- Required Attachments

Applicants intending to submit a simplified renewal application are encouraged to confirm their eligibility with the Office of Economic Opportunity prior to submission.

3) Submission Process

Applicants should submit their proposal electronically by sending a PDF document to AHS.DCFOEOCashRequests@vermont.gov. Budgets must be submitted in excel.

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

Simplified Renewal Applications are due no later than 4:00 P.M. May 13, 2024.

Full Applications are due no later than 4:00 P.M. May 20, 2024.

All questions should be directed to Ari Kisler, (802) 760-9872 or ari.kisler@vermont.gov

APPLICATION TIMELINE

- Notice of Funding Opportunity released: April 15, 2024
- Webinar Overview of Notice: **Friday, April 19, 9:30am**
See webinar information on page 2. This webinar will be recorded and archived for later viewing.
- Webinar Budget Tool Review: **Friday, April 19, 10:30am**
See webinar information on page 2. This webinar will be recorded and archived for later viewing.
- Office Hours Session #1: **Wednesday, April 24, 1:00pm**
See office hours information on page 2.
- Office Hours Session #2: **Friday, April 26, 10:00am**
See office hours information on page 2.
- Simplified Renewal Applications due no later than **4:00 PM, Monday, May 13, 2024**
- Full Applications due no later than **4:00 PM, Monday, May 20, 2024**
- Award Notifications as close to June 1 as possible
- Program Start Date: July 1, 2024
- Program Period: July 1, 2024 – June 30, 2025

OBLIGATION OF FUNDS

Obligation of the funds must occur within 120 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.

EXISTING GRANTEES SELECTION CRITERIA

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

- 1) Meet the criteria as outlined in this Notice of Funding.
- 2) Previous performance under the Housing Opportunity Grant Program.
- 3) Ability to affirmatively reach underserved populations, including black, indigenous and people of color, people with disabilities, persons with limited English proficiency, New Americans, etc.
- 4) The applicant’s history of providing effective shelter or services to the homeless.
- 5) Address an identified homeless need or gap in the district and effectively collaborate with local Continuum of Care/Housing Coalition partners to improve outcomes for the homeless and those at-risk of homelessness.
- 6) Demonstrate leveraged funding to support the proposed project.
- 7) For emergency shelter applicants, ensure the continued availability of clean and safe emergency shelter.
- 8) Support the rapid transition of participants from homelessness or emergency shelter to permanent housing and shorten the length of time people experience homelessness.
- 9) Prevent homelessness for people experiencing housing crisis through targeted, coordinated, and effective prevention and diversion activities.
- 10) Provide appropriate follow-up to support stability and measure outcomes. Reduce the number of individuals and families returning to homelessness.
- 11) 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).
- 12) The applicant’s engagement of homeless individuals and families in the governance or operation of programming and services, to the maximum extent practicable.
- 13) 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

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 project outcomes, services provided, and costs covered under the grant agreement.

HOUSING OPPORTUNITY GRANT PROGRAM, ELIGIBLE PROJECT TYPES FOR EXISTING GRANTEES

Please see the chart below (pg. 11) for additional information on participant eligibility and eligible activities under each project type. All applicants are strongly encouraged to review the US Interagency Council's [Family Connections](#) framework adopted by the State of Vermont.

- 1) **EMERGENCY SHELTER:** Emergency Shelter means any facility, the primary purpose of which is to provide a temporary shelter for people experiencing homelessness in general or for a specific population of people experiencing homelessness, **AND** which does not require occupants to sign leases or occupancy agreements. This includes temporary seasonal/warming shelters, motel stays, 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 (See Appendix D).
 - 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 stay for the household, as part of the organization's approach to shelter overflow or to manage health/safety concerns.
 - C) **Financial Assistance** to specifically support diversion and rapid exit.¹⁰ The intent of this assistance is to divert a household from an immediate shelter need or support their rapid exit from shelter to permanent housing.
- 2) **TRANSITIONAL HOUSING:** Transitional Housing refers to time-limited housing leased or owned by the grantee, where participants are not tenants but instead are enrolled in a project designated for serving the homeless in general or for a specific population of people experiencing homelessness. The Housing Opportunity Grant Program focuses on the use of evidence-informed models and approaches like using rapid re-housing, to help people quickly reconnect to permanent housing. Some models of transitional housing may also facilitate connecting people to permanent housing effectively and efficiently. **In SFY 2025, only renewal requests for Transitional Housing projects will be considered.**¹¹

In all cases, people living in transitional housing are still considered homeless and projects must be designed with a strong pathway to permanent housing. Funds can be used for **Essential Services** (See Appendix D) and/or **Operations**.

For general information on transitional housing: <https://endhomelessness.org/resource/the-role-of-long-term-congregate-transitional-housing/>

Please note: Short-term "transitional" housing whose primary function is crisis housing through the use of scattered-site housing, is considered an emergency shelter project.

¹⁰ USICH, Homelessness Prevention, Diversion, and Rapid Exit, <https://www.usich.gov/guidance-reports-data/federal-guidance-resources/prevention-diversion-and-rapid-exit>

¹¹ Transitional Housing renewal requests are not required to submit a level-funded budget proposal. However, if requesting level funding, the organization may qualify for a Simplified Renewal proposal (see page 3).

- 3) RAPID RE-HOUSING:** Rapid Re-Housing is used to help individuals or families living in shelters, publicly-funded motels, or places not meant for human habitation, to move as quickly as possible into permanent housing and achieve stability in that housing.

Eligible Rapid Re-Housing activities include:

- **Housing Navigation Services** to help people receiving rental assistance to find and secure housing
- **Housing Retention Services** to help people keep housing
- **Medium-Term Rental Assistance** which is tenant-based and available for 4- 24 months

See Appendix D for additional standards and definitions.

Rapid Re-housing projects will only be funded when rental assistance is provided to participants, either through the Housing Opportunity Grant Program or another clearly identified source.

For general information on approaches to rapid re-housing, please review:

<http://www.endhomelessness.org/pages/rapid-re-housing>

- 4) HOMELESSNESS PREVENTION:** Homelessness Prevention may be used to prevent an individual or family that is experiencing a housing crisis from becoming homeless (including avoiding moving into emergency shelter, the streets, a publicly funded motel, or a place not meant for human habitation) or to help an individual or family regain stability in current housing or other permanent housing.

Eligible Homelessness Prevention activities include:

- **Housing Navigation Services** to help people find and regain security in housing
- **Housing Retention Services** to help people keep housing

See Appendix D for additional standards and definitions.

For general information on approaches to homelessness prevention, please review:

<https://www.usich.gov/federal-strategic-plan/prevent-homelessness>

- 5) COORDINATED ENTRY:** Coordinated Entry streamlines access to homeless assistance services and programs by conducting initial eligibility screening of applicants for these and other programs using a consistent and well-coordinated approach, assessing their needs to determine which interventions are the best fit, and prioritizing applicants for services. Coordinated Entry is implemented by the whole continuum (not just at a program or organization level) and is based on the policies and processes adopted by either the Chittenden County Homeless Alliance or the Balance of State CoC. All HOP Grantees are required to participate in the Coordinated Entry as established by their respective HUD Continuum of Care (Chittenden County Homeless Alliance or Vermont Balance of State CoC).

Grantees may use Coordinated Entry funds to support:

- **Coordinated Entry Assessment Services** to help people access the Coordinated Entry system
- **Housing Navigation Services** (See Appendix D) to help people find and secure housing while in the Coordinated Entry system

Funding for **Coordinated Entry Assessment Services** will be prioritized for organizations identified as Lead Agencies. NOTE: Coordinated Entry Assessment Services may be funded under a different grant agreement and will be subject to the HUD Continuum of Care Program interim rule **24 CFR Part 578**, [Homeless Emergency Assistance and Rapid Transition to Housing: Continuum of Care Program] and all notices issued by HUD in relation to this rule.

For general information on coordinated entry, please review:

<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>

<https://helpingtohousevt.org/whatwedo/coordinatedentry/overview/>

<https://www.cchavt.org/c-e-system/>

- 6) FINANCIAL ASSISTANCE:** Short-term or one-time financial help for individuals and families experiencing or at risk of homelessness. Assistance is designed to be flexible in order to allow for client-centered problem solving to aid quick, safe diversion or exit from homelessness. **All financial assistance must be tied to a housing stability plan.** Financial Assistance will be limited to one project within each local Continuum of Care/Housing Coalition. The Local Fund Administrator will ensure access to funding for all eligible participants served throughout the community.

Financial Assistance funds will be allocated geographically in an effort to meet regional needs.

Eligible uses for **Financial Assistance** include but are not limited to: short-term rental assistance (up to 3 months), last month's rent, security deposits, moving costs, utility deposits, rental arrears, home furnishings/essential goods, debt reduction, program fees for recovery housing and other non-traditional housing, offsetting costs to a host family, transportation costs, and other costs to help households immediately achieve housing stability. To be eligible for financial assistance, it must be demonstrated that "but for" this assistance, the household would become or remain homeless.

Local Fund Administrators may request up to 5% of total financial assistance for **project administration**.

For general information about flexible financial assistance as an approach to ending homelessness, please review:

<http://www.evidenceonhomelessness.com/resources/system-wide-diversion-or-assisted-rapid-resolution/>

<https://www.usich.gov/tools-for-action/adopting-housing-problem-solving-approaches-with-prevention-diversion-and-rapid-exit-strategies>

<https://www.usich.gov/guidance-reports-data/federal-guidance-resources/prevention-diversion-and-rapid-exit>

7) INNOVATION FUNDS: Grantees may apply for funds to support activities that clearly work to meet the Housing Opportunity Grant Program goals and serve individuals and/or families that meet the definitions of at risk of homelessness or homeless (without income restrictions) but are not otherwise an allowable activity as outlined in this section or the chart below. To be considered for innovation funds, projects must be based on a documented community need, strong theory of change, and promising or evidence-informed practices. Examples include but are not limited to: tenant rights and responsibilities education, money management/credit repair services, and Landlord Liaison work (see below).

LANDLORD LIAISON – A Landlord Liaison is a dedicated staff person who works with property owners and managers to create housing opportunities for people who are homeless or at-risk of homelessness. Core components of a Landlord Liaison project include outreach, recruitment, informal mediation of conflicts, incentives for landlords such as risk pools, and support to ensure strong relationships. Grantees awarded funds for a Landlord Liaison Project will be required to follow the Practice Framework in APPENDIX H.

8) HMIS: With few exceptions, funding for HMIS will be **limited to the Administrators** of the HMIS and Comparable Database for Victim Service Providers. Eligible costs include: software licenses or HMIS participation fees; technical support or training; salaries for administering HMIS.

9) ADMINISTRATION: Grantee may use HOP funds to pay for the costs of administering the project, even if these costs are not otherwise directly attributable to a project type listed above. If an organization has a federally approved indirect cost rate consistent with uniform guidance, these costs may be allocated to eligible activities. Alternatively, grantees may use a de minimus indirect rate of 10% of modified total direct costs. In no cases may administration exceed 10% of the overall grant award.

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 D, Standards for Provision of Assistance** for additional limitations and requirements.

HOP PROJECT TYPES & ELIGIBLE ACTIVITIES CHART

	EMERGENCY SHELTER	TRANSITIONAL HOUSING	COORDINATED ENTRY	HOMELESSNESS PREVENTION	RAPID RE-HOUSING	FINANCIAL ASSISTANCE
ELIGIBILITY	Individuals and Families defined as Homeless under categories 1-4	Individuals and Families defined as Homeless under categories 1-4	Individuals and Families defined as Homeless under categories 1-4 Individuals and Families who are defined as At Risk of Homelessness	Individuals and Families defined as Homeless under categories 2-4 Individuals and Families who are defined as At Risk of Homelessness	Individuals and Families defined as Homeless under Category 1	Individuals and Families defined as Homeless under category 1 Individuals and Families with an annual income below 50% AMI and are defined as Homeless under categories 2-4 or defined as At Risk of Homelessness
ACTIVITIES	<p>SHELTER OPERATIONS</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, or for health/safety reasons: Hotel or Motel voucher</p>	<p>OPERATIONS</p> <p>Maintenance (incl routine repairs), Rent, Security, Fuel, Utilities, Equipment, Insurance, Food, Furnishings, Supplies necessary for transitional housing operation</p>	<p>ASSESSMENT SERVICES</p> <p>Coordinated entry assessment and referral services for households in Coordinated Entry</p>	<p>HOUSING RETENTION SERVICES</p> <p>Ongoing, individualized support and coordination for households once stabilized in permanent housing</p>	<p>FINANCIAL ASSISTANCE</p> <p>If tied to a housing plan:</p> <ul style="list-style-type: none"> • Short-term rental assistance • Security deposits or last month's rent • Moving costs (incl truck rental) • Utility deposits • Rental arrears • Home furnishings/essential goods • Debt reduction • Program fees • Host family costs • Transportation costs • Other activities 	
	<p>FINANCIAL ASSISTANCE</p> <p>Limited to Diversion or Rapid Exit activities</p>		<p>HOUSING NAVIGATION SERVICES</p> <p>Logistical and housing support to households preparing to move into permanent housing</p>			<p>FUND ADMINISTRATION</p> <p>Up to 5% of total project costs to support outreach and application review.</p>
	<p style="text-align: center;">ESSENTIAL SERVICES¹²</p> <ul style="list-style-type: none"> • Case Management • Education Services (e.g. ESL, literacy, GED) • Outpatient health services • Mental health services • Onsite childcare • Legal services • Employment assistance 		<ul style="list-style-type: none"> • Substance abuse services • Transportation • Specialized services (HIV/AIDS, DV, youth) • Life skills training (e.g. conflict resolution, financial or household management, parenting, food/nutrition) 	<p style="text-align: center;">RENTAL ASSISTANCE</p> <p>Medium Term Tenant-based rental assistance up to 24 months</p>		

¹² Funds can only be used for 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 PRIORITIES

Vermont has chosen to target federal ESG funding towards Emergency Shelter, HMIS, and Rapid Re-housing. Preserving existing emergency shelter capacity is a high priority for funding. Other requests will be considered. For more information, see Vermont's Consolidated Plan:

<https://accd.vermont.gov/housing/plans-data-rules/hud>

REPORTING & RECORDKEEPING REQUIREMENTS

- Quarterly Reports: Grantees will submit quarterly program reports to the Office of Economic Opportunity, using templates provided. Reports are due: October 15, January 15, April 15 and July 15. These consist of summary of demographic information, shelter utilization, and performance outcomes tailored to the funded HOP project type (*see below*). The Quarter 4 report must also include a narrative covering activity during the year.
- Financial Reports: All cash requests must be accompanied by a financial accounting of expenditures. A final financial report is due July 30 and must include a final accounting of the expenditure of funds.
- Point-in-Time Count: Grantees are required to participate in the annual Point-in-Time Count conducted by the Continuum of Care. The date of the count will be determined by HUD (anticipated late January).
- HMIS: Grantees are required to participate in the VT HMIS (Homeless Management Information System), as designated by their Continuum of Care. Victim service providers 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). Some required reports must be generated through the HMIS or comparable system.
- Coordinated Entry: Grantees are required to participate in the Coordinated Entry process put in place by their respective Continuum of Care, the Vermont Coalition to End Homelessness or Chittenden County Homeless Alliance.
- Participant Eligibility: Grantees are required to document participant 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 to the OEO, HUD, 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 G for general recordkeeping requirements.
- Continuum of Care Reporting: Grantees will be required to report no less than once per year to their local Continuum of Care/Housing Coalition on the outcomes achieved by the HOP-funded project(s). Grantees may use their HOP quarterly reports or a separate template approved by OEO.
- **WRITTEN STANDARDS** (see Appendix D for details): All projects are required to have written standards (policies and procedures).

PERFORMANCE MEASURES

Grantee's project performance measures will be structured around one or more of the following indicators and tailored to the specific HOP project type. For HMIS and Innovation Funds, performance measures will be negotiated.

1) Preventing Homelessness

The number of households at risk of homelessness assisted; the percentage whose housing is stabilized within 28 days (target 70%); the average length of time from project entry until housing was stabilized; AND the percentage of stabilized households who continue to be stably housed for at least 90 days (target 70%).

2) Providing Access to Emergency Shelter

The number of nights that the emergency shelter is staffed, insured, and clear of safety violations.

3) 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 equivalent within 3 days of referral (target 90%).

4) 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%).

5) Rapidly Re-Housing Homeless Families and Individuals / Retention of Housing

For Emergency Shelter:

The percentage of households exiting shelter to stable permanent or transitional housing; and the average length of stay.

For Rapid Re-Housing:

The number and percentage of households enrolled who are in stable permanent housing; the average length of time from project entry until housing was stabilized; AND the percentage of formerly homeless households who continue to be stably housed for at least 90 days (target 70%).

For Transitional Housing:

The percentage of households exiting the project to permanent housing (target 70%); AND the percentage of formerly homeless households who continue to be stably housed for at least 90 days (target 70%)

For Youth Programs:

The percentage of youth exiting the project who have “safe exits” as defined by one of the following categories: Foster Care, Staying with Friends, Staying with Family, Independent Living, Educational Setting, Residential Project, Transitional Housing, or Medical/Psychiatric/Substance Use Disorder Treatment Setting (target 70%); AND the percentage of youth with a safe exit who continue to remain stably housed for at least 90 days (target 70%)

For Coordinated Entry:

The number of households re-housed in stable housing; the average length of time from project entry until housing was stabilized; AND the percentage of households who have their housing stabilized within 28 days (target 70%).

For Financial Assistance:

The number of households assisted; AND the percentage of households who exited to safe housing.

Department for Children and Families
OFFICE OF ECONOMIC OPPORTUNITY
HOUSING OPPORTUNITY GRANT PROGRAM
SECTION II: APPLICATION FOR EXISTING HOP GRANTEES

A) COVER SHEET

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

- 1) Applicant Name, Address, Telephone

- 2) Unique Entity ID (UEI) (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) Official Contact Person Name, Job Title, Telephone and Email (for all official grant correspondence)

- 5) Name and Contact Information for Person Preparing Application (if different)

- 6) Local Continuum(s) of Care & Agency of Human Services (AHS) District(s)

- 7) Please note the Project Types for which the applicant is requesting HOP funds:
 - Emergency Shelter: complete A2, C #2-8
 - Homelessness Prevention: complete C #9-10
 - Rapid Re-Housing: complete C #11-13
 - Transitional Housing: complete A2, C #14-15
 - Coordinated Entry: complete C #16-17
 - Financial Assistance (*Local Fund Administrators Only*): complete A3, C #18-20
 - Innovation: complete C #21-23
 - HMIS

In addition to the Sections and Questions noted above, all applicants must complete Sections A (this cover sheet), D, and E. Applicants submitting a full application must also complete section C.

- 8) Total 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

A2) COVER SHEET SECTION 2 FOR EMERGENCY SHELTER & TRANSITIONAL HOUSING APPLICANTS

For each project or facility, please include the following:

- a) Name of Shelter Project:
- b) Shelter Address (domestic violence shelters may use a building # or town):
- c) Shelter Contact Person, Job Title, Telephone & Email:
- d) # of Weeks per Year in Operation:
- e) Capacity Chart:

	SFY24 (Current)	SFY25 (Proposed)
# of emergency shelter beds:		
# of emergency shelter bedrooms:		
# of emergency apartments and bedrooms:		
# of transitional housing apartments and bedrooms:		

Please note overflow capacity separately. Pack-and-play capacity should not be included.

A3) FINANCIAL ASSISTANCE

- 1) Local Fund Administrators must offer financial assistance for the following eligible expenses: short-term rental assistance (up to 3 months), security deposits (including last month's rent), rental arrears, utility deposits, recovery housing/non-traditional housing program fees, transportation costs.

Do you agree to offer financial assistance for all the above eligible expenses?

Yes

No

- 2) Local Fund Administrators may offer financial assistance for other eligible expenses. Please indicate which of the following eligible expenses you would offer financial assistance for. Check all that apply:

Moving costs (including truck rental)

Home furnishings/essential goods

Debt reduction

Host family costs

Other activities tied to a housing plan

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

Section C only required for full applications.

- 1) Summary: Briefly describe how funds will be utilized and for whom the project(s) is designed to serve. Be specific beyond the basic eligibility criteria provided (i.e., identify any subpopulations, families with children, etc.).

EMERGENCY SHELTER APPLICANTS ONLY (QUESTIONS 2-8)

Includes warming/seasonal shelters, emergency apartments, and overflow motel pools

Please review Appendix D, Standards for Provision of Assistance for basic program requirements.

2) Intake & Admission:

a) Shelter hours:

24 hours/day, 7 days/week

Other - **All shelter projects must provide shelter on a 24/7 basis, unless an exception is granted by the Office of Economic Opportunity.** If requesting an exception, the shelter must also have a daytime continuity plan which ensures all shelter guests have a safe place to be during daytime hours, including transportation available to/from the shelter. ***If in need of an exception, please describe the reasons here, as well as the proposed daytime continuity plan:***

b) Intake hours (if different than shelter hours):

c) Shelter admission policy – Please describe any prioritization as well as any pre-requisites to shelter. *Policy may be attached in place of narrative.*

d) Shelter diversion – Please describe how the shelter works with households prior to shelter admission to identify an immediate housing arrangement that is a safe alternative to shelter or sleeping unsheltered. *Note: this is required of all shelter projects.*

e) Please attach or describe local emergency shelter protocol to coordinate access with other local emergency shelters (including publicly-funded motel stays).

f) Coordinated Entry – Please describe when and how shelter guests are offered the opportunity to participate in Coordinated Entry, as well as who conducts the Coordinated Entry Assessment.

3) Volunteers:

Indicate if the project uses volunteers for shelter staffing needs:

No

Yes - *please describe how volunteers are recruited, trained and supervised:*

4) Savings Requirements:

Indicate if participants are expected to save household income while in shelter:

No

Yes - *Please describe (or attach written policies) how the organization monitors or collects savings, including any interest earned from client savings held in escrow. Describe how savings requirements, totals and returned funds are communicated to clients.*

5) If funding will be used for Essential Services Case Management:

Please see Appendix D, Standards for Provision of Assistance, for clarification on the definition of "Essential Services Case Management"

a) Shelter staff and leadership have been trained in and use the following practices or evidence-informed approaches in the Emergency Shelter project (check all that apply):

Standard Case Management or Service Coordination

Motivational Interviewing

Critical Time Intervention

Trauma-informed Practice

Shared Decision-Making

Intensive Case Management

Assertive Community Treatment

Strengthening Families Framework

Family Centered Teaming/Practice

Other - *please describe:*

b) Estimated caseload at any point in time per full time staff person: _____

c) Anticipated minimal level (how often) of services:

- Daily
- 3 or more times weekly
- Weekly
- Monthly
- Varies, by design - *please describe:*

d) Please describe how the project provides an assessment of individual household needs and strengths. *Assessment tool may be attached in place of a narrative.*

e) Please describe the process for development of a written housing plan or case plan. *An individualized housing/service plan tool or template may be attached in place of a narrative.*

6) If 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.

7) If funding will be used for motels:

a) Indicate how motels will be used as part of the shelter project:

- Motel pool (victim service providers only)
- Alternative housing for public health isolation (e.g. COVID)
- Other – *please describe:*

b) For victim service providers only: Indicate if the motel pool will serve all towns in the AHS District¹³ where the organization is located:

- Yes
- No - *please list which towns in the AHS District the organization is not able to serve:*

¹³ <https://dcf.vermont.gov/esd/contact-us/districts>

c) For victim service providers only: Indicate if the motel pool will serve all households that meet Category 4 of HUD's definition of homelessness (See Appendix A):

Yes

No - please check which parts of Category 4 the motel pool is **not** able to serve:

domestic violence

dating violence

sexual assault

stalking

human trafficking

other dangerous or life-threatening conditions that relate to violence against the individual or 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

8) If funding will be used for financial assistance to support diversion or rapid exit:

a) Indicate which of the following eligible costs financial assistance will be used for:

Security deposit

1st month's rent

Short-term rental assistance (up to 3 months)

Rental arrears

Moving costs

Other flexible assistance to support diversion/rapid exit - *please describe*:

b) Describe how financial assistance will be targeted to effectively divert individuals or families from shelter and/or how the shelter will quickly connect new guests (within 14 days of entry) to funding in order to facilitate rapid exits from shelter.

c) Describe how households receiving financial assistance will be provided with ongoing services to support their housing stability.

HOMELESSNESS PREVENTION (QUESTIONS 9-10)

9) Outreach, Eligibility & Prioritization

- a) Describe the policy for prioritization and/or any eligibility restrictions:
- First come, first served
 - Applicants are screened first for additional eligibility criteria beyond the definition of at risk of homelessness - *please describe or attach policy:*
- b) Indicate if households are referred to the Homelessness Prevention project from the Coordinated Entry Process:
- Yes
 - No
- c) Briefly describe how prevention assistance will be targeted to effectively prevent homelessness.

10) Model or Approach to Providing Services:

- a) Staff and leadership have been trained in and use the following practices or evidence-informed approaches in the Homelessness Prevention Project (check all that apply):
- | | |
|---|---|
| <input type="checkbox"/> Standard Case Management or Service Coordination | <input type="checkbox"/> Intensive Case Management |
| <input type="checkbox"/> Motivational Interviewing | <input type="checkbox"/> Assertive Community Treatment |
| <input type="checkbox"/> Critical Time Intervention | <input type="checkbox"/> Strengthening Families Framework |
| <input type="checkbox"/> Trauma-informed Practice | <input type="checkbox"/> Family Centered Teaming/Practice |
| <input type="checkbox"/> Shared Decision-Making | <input type="checkbox"/> Other - <i>please describe:</i> |
- b) Estimated caseload at any point in time per full time staff person: _____
- c) Anticipated minimal level (how often) of services:
- Daily
 - 3 or more times weekly
 - Weekly
 - Monthly
 - Varies, by design - *please describe:*

d) Anticipated average duration (how long) or services:

- Less than 1 month
- 1 – 3 months
- 3 – 6 months
- 6 – 12 months
- 12 – 24 months
- Varies, by design - *please describe:*

e) Homelessness Prevention projects must incorporate all of the following activities either directly or through demonstrated partnership (e.g., MOU). Please complete the table below:

Activity	Provided directly? (Y/N)	Provided through partnership? (Y/N)	Brief description of activity
Landlord-Tenant Mediation			
Credit Repair/Money Management ¹⁴			
Tenant Education ¹⁵			

f) Describe the assessment process used to determine the amount and type of support that the individual or family needs to regain stability in permanent housing. *Assessment tool may be attached in place of a narrative.*

g) Please describe the process for development of a written housing plan or case plan. *An individualized housing/service plan tool or template may be attached in place of a narrative.*

h) Please indicate which of the following eligible activities are being proposed as part of this project (check all that apply):

- Housing Navigation Services
- Housing Retention Services

¹⁴ Applicants are encouraged to use the Champlain Valley Office of Economic Opportunity’s RentRight program developed by Vermont Tenants, which incorporates financial and tenant education. <https://www.cvoeo.org/learn/renters-workshops>

¹⁵ Same as above.

i) If funding will be used for Housing Navigation Services, please use the table below to note how the activities will be provided by the project:

Housing Navigation Service	Provided by Applicant Y/N	Provided through Partnership Y/N - If yes, identify partner(s)
Identify housing barriers, needs and preferences		
Work to address barriers to project/housing admissions (e.g., criminal record, credit report, utility arrears, unfavorable references)		
Develop an action plan for locating housing. Support housing search and placement		
Provide outreach and negotiate with landlords		
Work closely with housing providers regarding eligibility documentation and verification		
Follow-up on referrals to housing to support enrollment		
Assist with submitting rental/housing applications and understanding leases		
Ensure living environment is safe and ready for move in (facilitate inspections)		
Support compliance with fair market rent and rent reasonableness, if applicable		
Assist in arranging for/supporting move (set up utilities, moving arrangements, etc.)		
Find resources to support move-in (security deposit, moving costs, furnishings, other one-time costs)		
Provide education and training on the role, rights and responsibilities of the tenant and landlord.		
Develop of a housing support crisis plan that includes early prevention/intervention when housing is jeopardized		
Identify of other service needs/ongoing retention support needs and connect client to mainstream services and benefits		

j) If funding will be used for Housing Retention Services, please use the table below to note how the activities will be provided by the project:

Housing Retention Service	Provided by Applicant Y/N	Provided through Partnership Y/N - <i>If yes, identify partner(s)</i>
Provide early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations		
Coach on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy		
Assist in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action		
Advocate and link with community resources to prevent eviction when housing is, or may potentially become jeopardized		
Assist with the housing recertification process		
Coordinate with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers		
Continue training in being a good tenant and lease compliance, including ongoing support with activities related to household management		
Connect the household to mainstream services and benefits		

k) How will the Homelessness Prevention project connect participants to financial resources? Please briefly describe how the project will coordinate with both in-house (if applicable) and out-of-house financial assistance.

RAPID RE-HOUSING APPLICANTS ONLY (QUESTIONS 11-13)

Please review Appendix D, Standards for Provision of Assistance for basic program requirements.

Projects are encouraged to review the core components of Rapid Re-Housing endorsed by HUD, USICH and the National Alliance to End Homelessness: <http://www.endhomelessness.org/library/entry/rapid-re-housing>.

11) Intake and Coordinated Entry

a) All Rapid Re-Housing projects must enroll participants through the Coordinated Entry process according to the prioritization policies of the Vermont Balance of State CoC or Chittenden County Homeless Alliance (respective to geography). Indicate if the project will restrict eligibility beyond HOP requirements:

- No
- Yes - *please describe eligibility:*

b) Describe the process for receiving referrals through the Coordinated Entry process.

12) Model or Approach to Providing Services:

a) Staff and leadership have been trained in and use the following practices or evidence-informed approaches in the Rapid Re-Housing project (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Standard Case Management or Service Coordination | <input type="checkbox"/> Intensive Case Management |
| <input type="checkbox"/> Motivational Interviewing | <input type="checkbox"/> Assertive Community Treatment |
| <input type="checkbox"/> Critical Time Intervention | <input type="checkbox"/> Strengthening Families Framework |
| <input type="checkbox"/> Trauma-informed Practice | <input type="checkbox"/> Family Centered Teaming/Practice |
| <input type="checkbox"/> Shared Decision-Making | <input type="checkbox"/> Other - <i>please describe:</i> |

b) Estimated caseload at any point in time per full time staff person: _____

c) Anticipated minimal level (how often) of services:

- Daily
- 3 or more times weekly
- Weekly
- Monthly
- Varies, by design - *please describe:*

d) Anticipated average duration (how long) or services:

- 1 – 3 months
- 3 – 6 months
- 6 – 12 months
- 12 – 24 months
- Varies, by design - *please describe:*

e) Rapid Re-Housing projects must incorporate all of the following activities either directly or through demonstrated partnership (e.g., MOU). Please complete the table below:

Activity	Provided directly? Y/N	Provided through partnership? Y/N	Brief description of activity
Landlord-Tenant Mediation			
Credit Repair/Money Management ¹⁶			
Tenant Education ¹⁷			

f) In addition to the Coordinated Entry assessment, describe any additional assessment that is used to determine the amount and type of assistance and support that the individual or family needs to regain stability in permanent housing. *Assessment tool may be attached in place of a narrative.* If participants will be required to contribute to their rent, please describe or attach the policy.

g) Please describe the process for development of a written housing plan or case plan. *An individualized housing/service plan tool or template may be attached in place of a narrative.*

h) Please indicate which of the following eligible activities are being proposed as part of this project (check all that apply):

- Housing Navigation Services
- Housing Retention Services

¹⁶ Applicants are encouraged to use the Champlain Valley Office of Economic Opportunity’s RentRight program developed by Vermont Tenants, which incorporates financial and tenant education. <https://www.cvoeo.org/learn/renters-workshops>

¹⁷ Same as above.

i) If funding will be used for Housing Navigation Services, please use the table below to note how the activities will be provided by the project:

Housing Navigation Service	Provided by Applicant? Y/N	Provided through Partnership? Y/N - If yes, identify partner(s)
Identify housing barriers, needs and preferences		
Work to address barriers to project/housing admissions (e.g., criminal record, credit report, utility arrears, unfavorable references)		
Develop an action plan for locating housing. Support housing search and placement		
Provide outreach and negotiate with landlords		
Work closely with housing providers regarding eligibility documentation and verification		
Follow-up on referrals to housing to support enrollment		
Assist with submitting rental/housing applications and understanding leases		
Ensure living environment is safe and ready for move in (facilitate inspections)		
Support compliance with fair market rent and rent reasonableness, if applicable		
Assist in arranging for/supporting move (set up utilities, moving arrangements, etc.)		
Find resources to support move-in (security deposit, moving costs, furnishings, other one-time costs)		
Provide education and training on the role, rights and responsibilities of the tenant and landlord.		
Develop of a housing support crisis plan that includes early prevention/intervention when housing is jeopardized		
Identify of other service needs/ongoing retention support needs and connect client to mainstream services and benefits		

j) If funding will be used for Housing Retention Services, please use the table below to note how the activities will be provided by the project:

Housing Retention Service	Provided by Applicant? Y/N	Provided through Partnership? Y/N - <i>If yes, identify partner(s)</i>
Provide early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations		
Coach on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy		
Assist in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action		
Advocate and link with community resources to prevent eviction when housing is, or may potentially become jeopardized		
Assist with the housing recertification process		
Coordinate with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers		
Continue training in being a good tenant and lease compliance, including ongoing support with activities related to household management		
Connect the household to mainstream services and benefits		

k) How will the Rapid Re-Housing project connect participants to financial resources other than medium-term rental assistance? Please briefly describe how the project will coordinate with both in-house (if applicable) and out-of-house financial assistance.

13) If the applicant will not be providing Rapid Re-Housing Rental Assistance through HOP, please identify the specific rental assistance source(s) for participants receiving Rapid Re-Housing Retention Services.

TRANSITIONAL HOUSING APPLICANTS ONLY (QUESTIONS 14-5)

ONLY RENEWAL APPLICATIONS FOR TRANSITIONAL HOUSING WILL BE ACCEPTED¹⁸ OEO may follow up with organizations requesting Transitional Housing renewals to gather more information.

14) Indicate if the application includes changes to the currently funded Transitional Housing Project in any of the following areas:

a) Changes to the Model and Approach, including target population, length of stay, services provided, etc.:

No

Yes - *please describe:*

b) Changes to the Intake & Admission, including changes to eligibility or prioritization:

No

Yes - *please describe:*

c) Changes to the Assessment of Household Needs and Strengths:

No

Yes - *please describe:*

d) Changes to the Process for Development of a Housing Plan:

No

Yes - *please describe:*

e) Other significant changes to the project, including staffing:

No

Yes - *please describe:*

15) Financial resources: How will the Transitional Housing project connect participants to financial resources? Please briefly describe how the project will coordinate with both in-house (if applicable) and out-of-house financial assistance.

¹⁸ Transitional Housing renewal requests are not required to submit a level-funded budget proposal. However, if requesting level funding, the organization may qualify for a Simplified Renewal proposal (see page 3).

COORDINATED ENTRY APPLICANTS ONLY (QUESTIONS 16-17)

16) For Assessment Services, describe the following:

- a) Who will administer the Coordinated Entry Assessment? What is their position in the organization and who supervises the staff person(s)?

- b) How will referrals for the assessment be directed to the appropriate staff person? What is the plan for ensuring that households referred for an assessment are contacted within three business days and offered the opportunity to participate in an assessment within one week of a referral?

17) For Housing Navigation Services, describe the following:

- a) How will housing navigation services be made available to households participating in Coordinated Entry? What is the process for referring a household from Coordinated Entry for housing navigation services?

- b) Indicate the policy for prioritization, any eligibility restrictions or target populations or geographies:
 - First come, first served
 - Services are limited to target populations - *please identify:*
 - Services are limited to geographic areas - *please identify:*
 - Services are prioritized - *please identify:*

- c) Estimated caseload at any point in time per full time staff person: _____

- d) Anticipated minimal level (how often) of services:
 - Daily
 - 3 or more times weekly
 - Weekly
 - Monthly
 - Varies, by design - *please describe:*

e) Anticipated average duration (how long) or services:

Less than 1 month

1 – 3 months

Other - *please describe (note that housing navigation services are intended to be temporary and support households in transition):*

f) Housing Navigation Services includes the following activities either directly or through partnership.

Please use the table below to note how the services are provided by the project:

Housing Navigation Service	Provided by Applicant? Y/N	Provided through Partnership? Y/N - <i>If yes, identify partner(s)</i>
Identify housing barriers, needs and preferences.		
Work to address barriers to project/housing admissions (e.g., criminal record, credit report, utility arrears, unfavorable references).		
Develop an action plan for locating housing. Support housing search and placement.		
Provide outreach and negotiate with landlords.		
Work closely with housing providers regarding eligibility documentation and verification.		
Follow-up on referrals to housing to support enrollment.		
Assist with submitting rental/housing applications and understanding leases.		
Ensure living environment is safe and ready for move in (facilitate inspections).		
Support compliance with fair market rent and rent reasonableness, if applicable.		
Assist in arranging for/supporting move (set up utilities, moving arrangements, etc).		
Find resources to support move-in (security deposit, moving costs, furnishings, other one-time costs).		
Provide education and training on the role, rights and responsibilities of the tenant and landlord.		
Develop of a housing support crisis plan that includes early prevention/intervention when housing is jeopardized.		
Identify of other service needs/ongoing retention support needs and connect client to mainstream services and benefits.		

FINANCIAL ASSISTANCE APPLICANTS ONLY (QUESTIONS 18-20)

18) Advertising/Outreach: Describe how the availability of funds will be advertised and how outreach will be conducted to reach potentially eligible households. How will households being served by other community providers have access to this assistance?

19) Prioritization: Indicate if financial assistance will be prioritized beyond first-come, first-served:

No

Yes - *please describe*:

20) Distribution: Describe how the organization will manage the distribution of financial assistance, including who (staff positions) will review and respond to applications within the expected timeframes. (*See Appendix D for expectations*)

INNOVATION APPLICANTS ONLY (QUESTIONS 21-23)

- 21) Model & Approach: Describe how funds will be used to compliment or enhance one or more of the strategies outlined above. Clearly outline how this project will specifically contribute to HOP objectives (page 2). Cite existing models or research that support this approach (if applicable). In all cases, outline specific ways that the proposed project will support effective pathways to permanent housing for households served. **Applicants for Landlord Liaisons should review Appendix H and use the narrative to describe how it will implement the Landlord Liaison Practice Framework.**
- 22) Outreach, Intake & Admission, Assessment: Describe who is eligible for assistance, how households will access the project, and the process for intake and enrollment, including any assessment process or tool.
- 23) Results: How will your organization know that it has implemented the Innovation project effectively and efficiently? Propose one or more performance measures that might be used, if awarded.

D) BUDGET & JUSTIFICATION

Applicants must present their budget using the excel template provided. DOUBLE CHECK ALL MATH.

Please also provide a budget justification for each category of funding requested. This can be added to the budget template (excel) or provided separately. A budget justification should include the basis or methods for costs, allowing their review to determine whether costs are allowable, reasonable and appropriate. **DOUBLE CHECK ALL MATH.**

For ALL Salaries

Applicants are required to use the personnel worksheet provided in the HOP budget template (excel).

Attach a Job Description for all positions to be supported by HOP funds. Ensure that the job titles listed in the HOP budget template match the submitted job descriptions.

For any subcontracted services, provide a basis for the amount included.

Materials, supplies, and travel may be included when specifically to support direct service staff.

For Emergency Shelter or Transitional Housing Operations

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 or transitional housing project, be clear with project titles and addresses which facilities are being included in the request.

If funds will support a facility, does the shelter facility also provide shelter or beds for individuals and families 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 HOP request for shelter operations funding.

Please note: Requiring guests to pay any fees or “rent” in exchange for 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. Grantees must have a policy in place if they will require guests to save household income.

Financial Assistance

OEO will determine the amount of financial assistance awarded to each region. Applicants only need to include a Financial Assistance budget if requesting funding for administration. Applicants may request up to 5% of total financial assistance for costs associated with administering the project.

Rapid Re-housing Rental Assistance

Provide a basis for the amount included – such as the average amount anticipated/household and the anticipated number of households served.

Please review *Appendix D: Standards for Provision of Assistance* to note eligible costs and limitations on rental assistance. Note: All payments must be vendor payments.

For HMIS Funding

In addition to salary and staff position information, provide a clear basis for the hours included. Include a list of other items for which the applicant is requesting funding (e.g., HMIS licensing, technical support or training; etc.). Provide a clear basis for the amounts included.

For Administration

General project administration, management, oversight and coordination are not HOP eligible activities. However, all grantees may use a federally approved indirect cost rate or a de minimus indirect rate of 10% of modified total direct costs.

If using a federally approved indirect cost rate, please attach.

If using a 10% de minimus, please review the following information. Modified Total Direct Costs (MTDC) are the basis for determining the 10% de minimus indirect rate.

Direct Costs included in MTDC:

All direct salaries and wages, applicable fringe benefits, materials and supplies, services, and travel

Sub-contracts (up to the first \$25,000 of each sub-contract)

Routine maintenance/repairs

Security

Food and shelter supplies

Costs Excluded from MTDC:

Equipment

Rent, Insurance, Utilities, Fuel, Equipment, Furnishings

Hotel/motel vouchers

Client financial and rental assistance (i.e., security deposits, last month’s rent, utility deposits, utility payments, moving costs, rental assistance, rental arrears).

HMIS licenses

Portion of a subcontract in excess of \$25,000

E) ATTACHMENTS

1) ORGANIZATION AND PROJECT BUDGET(S) (required)

Attach **both** the current organization budget and proposed project budget(s). 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 project such as: Reach-Up, HUD Continuum of Care, HUD Housing Counseling, Dept. of Corrections, Private Donations, etc.

2) ORGANIZATIONAL CHART (required)

3) CONTINUUM OF CARE/HOUSING COALITION REVIEW FORM (required), included here as Appendix C

4) CERTIFICATE OF LOCAL GOVERNMENT APPROVAL (if applicable¹⁹), included here as Appendix E.

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

6) REQUIRED AND OPTIONAL ATTACHMENTS RELATED TO NARRATIVE QUESTIONS

Cover Sheet

Signed written agreement between applicant and fiscal agent (Question 3) – **required, if applicable**

Emergency Shelter Applicants

- Shelter admission policy (Question 2c)
- Emergency shelter coordination protocol (Question 2e)
- Savings requirements policy (Question 4)
- Assessment tool (Question 5d)
- Individualized housing/service plan (Question 5e)

Homeless Prevention Applicants

- Prioritization policy (Question 9a)
- Assessment tool (Question 10f)
- Individualized housing/service plan (Question 10g)

Rapid Re-Housing Applicants

- Assessment tool (Question 12f)
- Participant rent contribution assessment tool (Question 12f)
- Individualized housing/service plan (Question 12g)

Budget & Justification

- Project budget(s) using excel template – **required**
- Budget justification – **required (may be included as part of Excel template)**
- Job descriptions for all position to be supported by HOP funds – **required**
- Federally-approved indirect cost rate agreement – **required, if applicable**

¹⁹ Required for all applications for NEW or RELOCATED emergency shelter projects (i.e., facility-based).

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 project) 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

CRITERIA FOR DEFINING HOMELESSNESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (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; (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); OR (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.
	Category 2	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"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; AND (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.
	Category 3	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"> (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); (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; (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60-days; AND (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.
	Category 4	Fleeing/ Attempting to Flee Domestic Violence	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (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; (ii) Has no other residence; AND (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

APPENDIX B. DEFINITION of “AT RISK OF HOMELESSNESS”

HUD Interim ESG Regulation – Congruent with definition adopted by Vermont Agency of Human Services

CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS	Category 1	Individuals and Families	<p>An individual or family who:</p> <ul style="list-style-type: none"> (i) Has an annual income below 30% of median family income for the county²⁰; AND (ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition; AND (iii) Meets one of the following conditions: <ul style="list-style-type: none"> (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR (B) Is living in the home of another because of economic hardship; OR (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR (E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR (F) Is exiting a publicly funded institution or system of care.
	Category 2	Unaccompanied Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute.
	Category 3	Families with Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.

²⁰ In State Fiscal Year 2025, the Housing Opportunity Grant Program income eligibility for Financial Assistance is at or below 50% AMI. OEO will post HUD income limit charts when available.

APPENDIX C. CONTINUUM OF CARE/HOUSING COALITION REVIEW FORM HOUSING OPPORTUNITY GRANT PROGRAM (HOP)

Local Continua of Care (CoC)/Housing Coalitions do not need to vote to approve a project application or to prioritize multiple projects within a local CoC/coalition. The purpose of this form is to demonstrate coordination and communication with the local CoC/coalition.

TO BE COMPLETED BY THE HOP APPLICANT

HOP Applicant Agency: _____ Fiscal Agent (if applicable): _____

Total HOP Funding Request: _____

Project	\$ Amt of Request	Project Type (from drop down)	New Request or Renewal?
Click here to enter text.		Choose an item.	Choose one.
Click here to enter text.		Choose an item.	Choose one.
Click here to enter text.		Choose an item.	Choose one.
Click here to enter text.		Choose an item.	Choose one.
Click here to enter text.		Choose an item.	Choose one.

TO BE COMPLETED BY THE LOCAL CONTINUUM OF CARE (COC)/HOUSING COALITION

Name of Local CoC/Coalition:²¹ _____

Local CoC/Coalition Chair(s): _____ Email(s): _____

Date of Local CoC/Coalition Review of HOP Requests for Funding: _____

RENEWAL REQUESTS: Did the Grantee report on the outcomes achieved by the HOP-funded project(s)?

Yes No Not a Renewal Request

Dates: _____

FOR ALL REQUESTS: Does the project fill an identified need within the local Continuum of Care/Housing Coalition?

Yes No

Comments: Click or tap here to enter text.

FOR ALL REQUESTS: If the local CoC/coalition has a strategic plan (not required), does the project meet a local priority?

Yes No Not applicable (no strategic plan)

Comments: Click or tap here to enter text.

²¹ Statewide projects may instead be reviewed by the VT Balance of State CoC.

FOR FINANCIAL ASSISTANCE REQUESTS: Did the agency applying to be a Local Fund Administrator discuss the process by which eligible households will be able to access financial assistance?

Yes

No

Comments: [Click or tap here to enter text.](#)

Additional Comments: [Click or tap here to enter text.](#)

Signature of Local CoC/Coalition Chair
(or delegate)

Printed Name

Date

APPENDIX D. HOUSING OPPORTUNITY GRANT PROGRAM SFY25 STANDARDS FOR PROVISION OF ASSISTANCE

EMERGENCY SHELTER

- A. Admission:** Providers must have written policies or procedures addressing shelter admission that meet the following requirements:
- Project participant eligibility is limited to families and individuals who meet the criteria under paragraph (1), (2), (3), or (4) of the HUD Definitions of Homelessness
 - The following may not be used as the basis for denying someone admission to shelter:
 - Age of children in the family (for shelters that provide services to families)
 - Fleeing domestic or sexual violence
 - Disability status, including substance use disorder or mental health disorder
 - Any other protected class, except in the case that the shelter is limited to specific subpopulations (e.g. youth, adults only, families with children)
 - Hours of admission must be posted clearly for the general public and include information about where/how to apply
 - Providing public information about a 24/7 hotline that can be used to access shelter may be used to meet this requirement
 - Include a process for reasonable accommodation requests and information about how there are reviewed
 - Planning for discharge starts at the time of admission to ensure that guests are moving to permanent housing as soon as possible
- B. Diversion:** Providers must have a written standard to ensure diversion from shelter occurs when possible²². The written standard must include:
- A practice of discussing diversion options with all applicants for shelter at the point of referral or first contact
 - How staff will support the applicant to move towards stability while they are staying in an alternative location to shelter
- C. Referral:** Providers must have a written standard that describes how the shelter coordinates access to mainstream benefits and resources (such as housing, health, social services, employment, education, and youth programs) to ensure guests are assisted, as needed, with obtaining appropriate supportive services, including other Federal, State, local, and private assistance.
- A policy, procedure, or tool that ensures guests are screened for their needs and then receive appropriate referrals to other providers is acceptable.

²² Diversion occurs before a person enters shelter and is aimed at helping them identify an immediate housing arrangement that is a safe alternative to shelter or sleeping unsheltered. This housing arrangement may be temporary, allowing time to identify a permanent housing option while avoiding the immediate trauma of homelessness, or it may allow those involved to explore the possibility of extending a temporary arrangement into a permanent one. (Source: USICH, "[Homelessness Prevention, Diversion, and Rapid Exit](#)")

D. Discharge: Providers must have written policies and procedures addressing discharge from shelter that meet the following requirements:

- A formal process for both voluntary and involuntary termination of shelter that at a minimum:
 - Recognizes the rights of individuals affected
 - Clearly defines what could result in the termination of shelter, focusing on behaviors that disrupt or jeopardize health or safety of shelter guests, rather than compliance to rules or case plans
 - Exercises judgment and examines all extenuating circumstances in determining when violations warrant termination so that a participant's assistance is terminated only in the most severe cases
- Information about the discharge process is provided to all guests at intake
- When involuntary termination occurs and contact with the guest can be made:
 - The shelter must attempt to work with the guest to identify alternative shelter options
 - Whenever possible, guests are provided with a written notice that includes:
 - the reason for termination
 - the process to appeal the decision
 - what actions they will need to take in order to be considered for a return to shelter in the future, if needed
- The appeals process must:
 - Happen in a timely manner
 - Include the option for guests to have their request reviewed by agency staff not involved in the initial termination decision
- Terminations, both voluntary and involuntary, are documented in a way that allows for them to be reviewed during monitoring
 - Documentation of termination must be kept in client files

E. Length of Stay: Providers may have a length of stay policy. If a provider limits length of stay at shelter, they must have a policy that meets the following requirements:

- Identifies what the initial length of stay is, how guests can request an extension, and how the program will make decisions about granting the extension
- Information about this policy and the process to request an extension is provided to all guests at intake

F. Safeguards for Special Populations: Providers must have written policies and procedures regarding safeguards to meet the safety of special populations, including victims of domestic or sexual violence. The policies and procedures must ensure the following requirements are met:

- No individual or family may be denied admission to or removed from the shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.

- There must be a process to assess for the potential of threats to safety for persons fleeing domestic violence, dating violence, sexual assault, or stalking.
- The shelter exhibits cultural competence and responsiveness, including providing adequate protections for shelter seekers across demographic differences.
- Confidentiality policies ensure that the identity of guests is protected, except in those circumstances when a guest has signed a release of information or as required by law.

G. Needs of Special Populations: Providers must have a written standard regarding how they will meet the needs of special populations, including individuals and families who have the highest barriers to housing and are likely to be homeless the longest. The standard must ensure the following requirements are met:

- Expectations of shelter guests are clearly communicated and easily accessible for review by guests
- Shelter staff and volunteers receive training in trauma-informed care

H. Shelter Hours: Providers must provide shelter on a 24/7 basis, unless an exception is granted by the Office of Economic Opportunity.

- Examples of when exceptions may be granted include, but are not limited to:
 - a shelter is unable to provide staffing on a 24/7 basis
 - zoning requirements prohibit daytime operations
 - the shelter is located in a shared use facility
- Shelters that have been granted an exception are required to identify a daytime continuity plan to ensure guests have access to shelter at all times.
 - When the Emergency Shelter is not open to guests, alternative locations must be identified. These locations:
 - Must not require an appointment
 - Must be considered a public space
 - Must be accessible to all guests

I. Prioritization: If a provider *maintains a waiting list*, they must have a written policy on prioritization that meet the following requirements:

- When space in shelter becomes available, the order of priority must, at a minimum, be:
 1. Literally Homeless (Category 1) - Unsheltered
 2. Literally Homeless (Category 1) – Staying in a motel not paid for by self, including those fleeing domestic or sexual violence
 3. Literally Homeless (Category 1) – Staying in a place other than a motel, including those fleeing domestic or sexual violence
 4. Imminently Homeless (Category 2) – Including those fleeing domestic or sexual violence
- Align with fair housing and reasonable accommodation requirements

- J. Local Coordination:** Providers must be a part of their local CoC's written protocol for coordination between local emergency shelters, Economic Services, and 2-1-1. The protocol must meet the following requirements:
- Describe a strategic, community-wide system to prevent and end homelessness for that area
 - Identify how shelter openings will be communicated and how referrals to shelter will be coordinated
 - Include the following for each agency/partner: contact information, intake hours, shelter hours (if applicable), population(s) served, intake process
 - Emphasize ease of access for those seeking emergency shelter
- K. Coordinated Entry:** Providers must have written policies or procedures ensuring guest access to the Coordinated Entry system that meet the following requirements:
- If the emergency shelter provider is a Referral Partner (Balance of State) or Access Point (Chittenden), a referral to the local Lead Agency must be made within 3 calendar days of a guest's entry to shelter.
 - If the emergency shelter provider is a Lead Agency, Assessment Partner (Balance of State) or Assessment Hub (Chittenden), the opportunity to complete the CE Assessment is provided to the guest within one week of entry into shelter.
- L. Required Savings:** If a provider requires guests to contribute to a savings account while at the shelter, they must have a written policy detailing the requirement.
- M. Essential Services:** Providers receiving funding for Essential Services must have written standards regarding how guests' needs for services are determined and prioritized. That standards must meet the following requirements:
- Clearly identify how the needs of guests are assessed during the intake process and on an ongoing basis, as appropriate.
 - Needs must be prioritized to ensure that basic/immediate needs are addressed as soon as possible. This may be done through the use of a specific assessment tool, a case plan addressing prioritization, or a written intake process.

RAPID RE-HOUSING

Written standards may be developed in partnership with the local Continuum of Care. Written standards must be applied consistently within the project and must conform to the Coordinated Entry policies and procedures established by the respective Continuum of Care.

Grantees/subrecipients may modify their level of assistance below the maximums provided in this document based on availability of HOP funds, or ability to leverage other state, federal or private assistance funding for clients.

Grantees/subrecipients must meet all requirements related to the Violence Against Women Act (VAWA).

No grantee/subrecipient may, with respect to individuals or families occupying housing owned by the grantee/subrecipient or parent organization, determine eligibility, carryout assessment activities, or administer rental assistance.

A. *Intake & Prioritization:* Providers must have written standards addressing how they will determine and prioritize which eligible families and individuals will receive rapid re-housing assistance.

- Project participant eligibility is limited to families and individuals who meet the criteria under paragraph (1) of the HUD Definitions of Homelessness
- Rapid Rehousing services and assistance must be prioritized according to the Coordinated Entry policies and procedures of the Vermont Balance of State CoC or Chittenden County Homeless Alliance (respective to geography).
- Household income information at the time of assistance must be documented and maintained.

B. *Length of Rental Assistance:* Providers must have written standards addressing how they will determine how long a particular project participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.

- While the ability to sustain housing is a HOP goal and performance measure, it will not be interpreted as a threshold requirement. Prioritization and determination of assistance should be based on household need at the time of initial intake and screening.
- Rental assistance will be tenant-based and provided on a medium-term basis for no less than four months and up to twenty-four months.
- Eligibility and types/amounts of assistance must be re-evaluated not less than once annually. Each re-evaluation must establish and document:
 - 1) that the participant does not have an annual income that exceeds 30% of median family income; and
 - 2) the participant lacks sufficient resources and support networks necessary to retain housing without HOP assistance

C. *Participant Contribution:* Providers must have written standards addressing how they will determine what percentage, or amount, of rent and utilities costs each project participant must pay, if any, while receiving rapid re-housing assistance.

- Grantees/subrecipients are strongly encouraged to require participants to contribute a minimum of 30% of their household income towards housing costs.

D. *Housing Stabilization & Relocation Services:* Providers must have written standards addressing how they will determine the type, amount, and duration of housing stabilization and/or relocation services to provide a project participant. Standards must include the limits, if any, on the rapid rehousing assistance that each project participant may receive, such as:

- the maximum dollar amount of assistance that can be received;
- the maximum number of months the assistance can be received for; or
- the maximum number of times the program participant may receive assistance.

- E. *Coordination:*** Providers must have a written standard that describes how the project coordinates access to mainstream benefits and resources (such as housing, health, social services, employment, education, and youth programs) to ensure participants are assisted, as needed, with obtaining appropriate supportive services, including other Federal, State, local, and private assistance.
- A policy, procedure, or tool that ensures participants are screened for their needs and then receive appropriate referrals to other providers is acceptable.
- F. *Housing Retention Services:*** Housing Retention Services are provided that meet the following requirements²³:
- Require the project participant to meet with a case manager not less than once per month to assist in ensuring long-term housing stability
 - Include the development of a plan to assist the participant in retaining permanent housing after HOP assistance ends, taking into account the participant's current and expected household budget, additional sources of assistance, and affordability of area housing.
- G. *Rental Assistance:*** Rapid Re-Housing rental assistance must meet the following requirements:
- A written lease must be in place, and the applicant's name must be on the lease, before rental assistance payments are made.
 - Rental assistance cannot be provided if rent exceeds the Fair Market Rent established by HUD or does not meet the standard for rent reasonableness (24 CFR 982.507).
 - All payments must be third-party vendor payments; payments may not be made to relatives who are landlords.
 - Payments are to be made on behalf of renters only; homeowners are not eligible for HOP assistance.
 - No rental assistance may be provided to a household for a purpose and time period supported by another public source.
 - The grantee/subrecipient will enter into a rental assistance agreement with the landlord. Landlords must agree to copy the provider on any eviction notice or complaint used to commence eviction; the provider must make timely payments to the owner according to the participant lease agreement.
 - All rental assistance is tenant-based; the participant selects their own housing unit and may move to another unit or building and continue assistance so long as other requirements and eligibility are met.
 - The unit must have an AHS Housing Inspection conducted by the Vermont State Housing Authority²⁴
 - If constructed prior to 1978, the unit must meet HUD's lead paint requirements.

²³ Projects are exempt from this case management requirement if prohibited under the federal Violence Against Women Act (VAWA) or Family Violence Prevention and Services Act from making shelter or housing conditional on the participant's acceptance of services.

²⁴ This inspection meets HUD's required habitability standards.

H. **Termination:** Providers must have written policies and procedures addressing the process to terminate Rapid Re-Housing assistance that includes, at a minimum:

- Written notice to the program participant containing a clear statement of the reasons for termination
- A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision
- Prompt written notice of the final decision to the program participant

FINANCIAL ASSISTANCE

Financial Assistance may be provided by a Local Fund Administrator or an Emergency Shelter (to support diversion and rapid exit only). Except where noted, these standards apply to both Financial Assistance providers.

A. **Financial Assistance providers must have written standards addressing how they will determine and prioritize which eligible families and individuals will receive assistance.**

- Program participant eligibility is limited to families and individuals who:
 - Meet the criteria under paragraph (1) of HUD's Definition of Homelessness in 24 CFR 576.2; or
 - Meet the criteria under paragraphs (2), (3), or (4) of HUD's Definition of Homelessness in 24 CFR 576.2 AND have a household income below 50% AMI; or
 - Meet the criteria under paragraphs (1), (2), or (3) of HUD's Definition of At Risk Homelessness in 24 CFR 576.2 AND have a household income below 50% AMI
- Eligibility must be documented for all eligible households. Records must also be kept for applicants deemed ineligible for assistance.
- Eligibility verification must be documented:
 - By a third party, such as written source documentation, or HMIS records; or
 - Intake worker observation and written certification.
 - Self-certification is not an allowable method of verification for financial assistance.
- Household income information must be verified and documented. Acceptable documentation includes:
 - Copy of most recent paystub(s) OR other written verification from employer
 - Copy of most recent federal or state tax return
 - Copy of most recent payment statement OR benefit notice OR bank deposit statement OR other written verification from income source.
 - If written third party documentation is not available, the applicant may provide a self-declaration of income statement.
- For Emergency Shelters, standards must address how the Emergency Shelter will document assistance was necessary to immediately prevent entrance to the emergency shelter project or rapidly exit. Emergency Shelter financial assistance must be provided within fourteen days of entry to the Emergency Shelter project.

B. *Financial assistance may be used to meet a variety of essential needs, so long as it supports immediate housing stability for eligible households. In all cases, it must be determined that BUT FOR financial assistance the household would become or remain homeless. Eligible expenditures include:*

- Short-term, tenant-based rental assistance for up to 3 months
- Last month's rent
- Security deposits, not to exceed the value of 3 months of rent
- Moving costs, including truck rental
- Essential furnishings and home goods when moving into new housing, not to exceed \$750 per household with adults only and \$1,500 per household with adults and children
- Utility deposits (where it is standard practice by the utility) or assistance
- Utility arrears (water, gas, fuel oil, wood, sewage, electric, internet)
- Rental arrears as a one-time payment, not to exceed the value of 3 months rent
- Reducing or eliminating debt to make future rent affordable or debt that is preventing a household from applying for subsidized housing
- Program fees for recovery housing or other non-traditional housing option
- Offset costs for a host family, directly paid to the host family for a commitment of housing
- Transportation costs to live with family/friends, including in another region or state
- Other activities, so long as they are directly tied to a housing stability plan

C. *Financial Assistance providers must have written standards outlining the process for application and review. At a minimum, these standards must include:*

- A standard application form which collects the necessary information to process a complete application within 5 business days. Providers may use the application template provided by OEO or a separate form. Applications must include:
 - Statement of household's contribution, based on income and resources.
 - Documentation of cost reasonableness, including Rent Reasonableness or FMR, if applicable.
 - Documentation of household liability for financial request – e.g., lease, utility bill, written agreement, etc.
 - Service provider approval, as noted by signature.
 - Demonstrate that the financial assistance is reasonably expected to support immediate housing stability for the household, to meet housing stability plan goals and achieve some length of housing stability – e.g., household budget, commitment letter, etc. – and that “but for” the assistance provided the household would become or remain homeless
 - A release to allow sharing information between the Financial Assistance provider and the service provider, if different.
 - Attestation by both service provider and applicant household that application information is accurate and complete.
- How applicant households are made aware of eligible costs; this may be addressed as part of an application form.

- A Housing Stability Plan template for households to submit as part of their application for assistance.
- How determinations for financial assistance include a reasonable level of household financial contribution towards the housing plan. A household contribution of 30% of income towards all housing costs is considered a reasonable standard, though may be adjusted based on mitigating circumstances.
- How applications are reviewed, and determinations made within 5 business days of receiving a complete application, including a process for secondary review and approval of requests for financial assistance that exceed \$5,000. Review and approval of applications may not be made by the service provider who is jointly submitting the application with the applicant.
- Local Fund Administrators that choose to collaborate with community partners to review applications and/or determine financial assistance must have a written policy that outlines how collaboration will occur, including the frequency of meetings.

D. *Housing Stability Plans and service requirements:*

- In all cases, households will prepare an application for financial assistance in partnership with a service provider.
- The plan should be created as a collaboration between the service provider and the household.
- The plan must clearly indicate who will be providing services to the household at least monthly for the length that assistance is provided.
- Except as outlined in these standards, no treatment or prerequisite services may be required as a condition for receiving financial assistance.

E. *The following requirements must be met when providing financial assistance:*

- Prior to application, all households must participate in the Coordinated Entry process established by the Continuum of Care.
- No financial assistance may be provided to a household for a purpose and time period supported by another public source. When another public benefit program (VERAP, LIHEAP, etc.) may be able to meet a financial need, the applicant should be encouraged to utilize other funds and the application must document why financial assistance is being utilized in place of other resources. Documentation of non-duplication with ERAP must be confirmed.
- All payments of financial assistance must be made to third parties. No payments shall be made directly to participating households. No financial assistance shall be made to the financial assistance administrator for housing owned or operated by the administrator. While vouchers for specific items may be arranged, gift cards or gift certificates are not allowable.
- Documentation of liability (e.g. lease, bill, written agreement) is required.
 - Financial assistance may only be paid to relatives of the applicant on a short-term or one-time basis and a written agreement must be in place.
- Payments are to be made on behalf of renters only; homeowners are not eligible for financial assistance, with the exception that mobile home lot rent is eligible.

- In the case of arrears and debt, reasonable attempts must be made by the applicant and service provider to negotiate forgiveness or repayment plan.
- All costs must be determined to be reasonable and necessary to supporting the immediate housing stability of the applicant.
 - For transportation requests greater than \$200, a price comparison is required.
 - Any single item \geq \$5,000 must include a price comparison.
- A household can receive no more than \$8,000 in any 3-year period.

Additional requirements for housing related costs:

- If financial assistance is used for any costs related to housing, the housing must meet basic health and safety standards.
- If financial assistance is used for rental assistance, security deposit, or last month's rent as part of a move into a new unit, the unit must meet HOP habitability standards for permanent housing. A Housing Quality Standard (HQS) inspection is not required.
- Rental assistance requires one (not all) of the following to be true:
 - Unit is below HUD's Fair Market Rent (FMR) or VSHA's current Voucher Payment Standards²⁵, whichever is higher
 - Unit meets the standard for Rent Reasonableness
- If financial assistance is used for rental assistance, security deposit, or last month's rent, a written lease is strongly encouraged.
- All rental assistance is tenant-based; the participant selects their own housing unit and may move to another unit or building and continue assistance so long as other requirements and eligibility are met.
- If used for short-term rental assistance for a long-term lease, the ability to sustain rent ongoing must be a consideration.

F. Financial Assistance providers must have a written appeals process that is provided to applicants upon denial or termination of financial assistance. At a minimum, the written appeal process must include:

- Written appeal to the Executive Director or designee requesting a review of denial of some or all financial assistance.
- The household is allowed use an advocate to support their appeal.
- Appeals must always be reviewed by a staff person with higher authority than the staff initiating the denial of assistance.
- Grantee/subrecipient must respond to an appeal within 3 business days.
- If the household is not satisfied with the response, the appeal may be elevated to the OEO grant manager for review.

²⁵ Find current standards here: <https://www.vsha.org/vsha-programs/rental-assistance-program/> (scroll down to Additional Resources, find the Voucher Payment Standards bullets, and click on "Go here")

SERVICE DEFINITIONS

While acknowledging that case management should remain flexible to best serve the individual needs of households, the following definitions provide expectations as to provision of services.

A. 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 childcare, 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”

B. Housing Navigation Services: *To provide logistical and housing support to households preparing to move into permanent housing.*

- Identify housing barriers, needs and preferences
- Work to address barriers to project/housing admissions (e.g., criminal record, credit report, utility arrears, unfavorable references)
- Develop an action plan for locating housing. Support housing search and placement
- Provide outreach and negotiate with landlords
- Work closely with housing providers regarding eligibility documentation and verification
- Follow-up on referrals to housing to support enrollment
- Assist with submitting rental/housing applications and understanding lease
- Ensure living environment is safe and ready for move in (facilitate inspections)
- Support compliance with fair market rent and rent reasonableness, if applicable
- Assist in arranging for/supporting move (set up utilities, moving arrangements, etc.)
- Find resources to support move-in (security deposit, moving costs, furnishings, other one-time costs)
- Provide education and training on the role, rights and responsibilities of the tenant and landlord
- Develop of a housing support crisis plan that includes early prevention/ intervention when housing is jeopardized
- Identify of other service needs/ongoing retention support needs and connect client to mainstream services and benefits

C. Essential Services 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

D. Housing Retention Services: *To provide ongoing, individualized support and coordination for households once stabilized in permanent housing.*

- Provide early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations
- Coach on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy
- Assist in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action
- Advocate and link with community resources to prevent eviction when housing is, or may potentially become jeopardized
- Assist with the housing recertification process
- Coordinate with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers
- Continue training in being a good tenant and lease compliance, including ongoing support with activities related to household management
- Connect the household to mainstream services and benefits

Other Guidance and Restrictions

Additional guidance on eligible and ineligible uses of HOP funds are contained in the Notice of Funding, grant agreements and [guidance](#)²⁶ 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.

²⁶ <https://dcf.vermont.gov/oeo/partners/HOP>

APPENDIX E. CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

FOR NONPROFIT ORGANIZATIONS

RECEIVING HOUSING OPPORTUNITY GRANT PROGRAM FUNDS FROM STATE OF VERMONT

I, _____ (*name and title*) duly authorized to act on behalf of the _____ (*name of jurisdiction*) hereby approve the following project(s) proposed by _____ (*name of nonprofit*) which is (are) to be located in _____ (*name(s) of jurisdiction(s)*):

By: _____
Signature and Date

Typed Name of Signatory Local Official

Title

APPENDIX F. 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 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.

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 project 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.

Connection to Mainstream Benefits: Grantees must coordinate and integrate activities, to the maximum extent practicable, with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

Coordination with Local Continuum of Care/Housing Coalition: The Grantee will develop and maintain collaborative relationships within their local Continuum of Care/Housing Coalition to ensure coordination and effective service delivery for families and individuals. *All projects must also include the Continuum of Care/Housing Coalition Review Form (see Appendix C) to demonstrate evidence the project fills a need within the local Continuum of Care/Housing Coalition, addresses a gap and/or meets a priority need.*

Coordination with McKinney-Vento Liaisons: If the project serves school-aged children, the grantee must coordinate with local Homeless Education Liaison(s) to identify children in their districts who are eligible for homeless education program resources, maximize and coordinate these resources, and support continuity in education whenever possible.

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.

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.

Reasonable Accommodations: The grantee agrees to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability equal opportunity to use housing or shelter, including public and common areas.

Signature, Executive Director

Date

Printed Name

APPENDIX G. RECORDKEEPING REQUIREMENTS
Housing Opportunity Grant Program (HOP)
Vermont Office of Economic Opportunity (OEO)

HOP grantees'/subrecipient's written policies and procedures must ensure the following recordkeeping requirements are met, regardless of project type:

A. Client File Recordkeeping

1. Documentation of Project Eligibility or Ineligibility Determination

*See **Definition of Homelessness** and **Definition of At Risk of Homelessness** for specific eligibility requirements.*

Eligibility must be documented for all project participants. Records must also be kept for applicants deemed ineligible for assistance.

2. Acceptable Documentation Provisions

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.

Lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations.

3. Documentation of Termination of Assistance

Involuntary termination of services, shelter or assistance according to project 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 project (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. Additional 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.**
Please refer to each grant's close out letter for specific instructions regarding record retention.

APPENDIX H. Landlord Liaison Practice Framework

Landlord Liaison Projects have a dedicated staff position (e.g., Landlord Liaison) for landlord outreach. The Landlord Liaison focuses on building formal relationships with landlords to create rental opportunities for households who are homeless or need to be re-housed.

REQUIRED COMPONENTS of LANDLORD LIAISON PROJECTS

Landlord Liaison Projects operate as part of a Rapid Re-housing or Homelessness Prevention project which includes: landlord outreach, financial assistance and post-lease support services.

Landlord outreach & engagement

Build relationships and trust with landlords through various engagement methods to create more rental opportunities for clients.

Landlord & Tenant Education

Educate tenants and landlords on their rights and responsibilities, fair housing, etc. through one-on-one coaching or classes.

Centralized Point of Contact

The Landlord Liaison serves as a single point of contact for the landlord or property manager, in place of the housing support worker.

Written agreements with landlords

In all cases of HOP-funded rental assistance, the grantee must enter into a rental assistance agreement with the landlord. See HOP Standards for Provision of Assistance.

Landlord Liaison projects have a collaboration agreement or memoranda of understanding between landlords and the grantee that are not specific to a unit or client. This document is a way to clearly articulate the value for landlords of participating in the Landlord Liaison Project, the roles and responsibilities of landlords and the grantee. This agreement or MOU does not require the landlord to exclusively rent to the grantee's clients. Instead, the landlord may agree to notify the agency of open apartments as they become available or even provide a preference for clients served by the grantee.

Landlord Liaisons can work on behalf of one organization or, ideally, on behalf of the entire local community. If agencies other than the grantee are responsible for financial assistance or post-lease support services, there should be an MOU in place with partner agencies.

Conflict Resolution or Mediation

The Landlord Liaison proactive addresses landlord concerns and helps to mediate conflict. If the tenant is having trouble communicating with a landlord, the Landlord Liaison can help facilitate communication. The Landlord Liaison alerts the housing support provider to any tenancy issues so that the housing support provider may provide early intervention to prevent eviction. The Landlord Liaison may partner with another organization to provide mediation services, if required.

Housing Mitigation Funds

The Landlord Liaison Project manages a fund to be accessed when there is excessive damage done to a unit beyond what the security deposit will pay. Funds may be used to help cover cost of repairs or the insurance deductible. The grantee sets the limit to the amount covered by the fund, as well as the criteria for requesting funds such as: multiple quotes for repair work, documentation of expenses, total dollar cap per unit, eligible repairs, rental arrears, etc.

The explicit goals of housing mitigation funds (or “risk pools”) is to 1) engage landlords and secure units, and 2) maintain relationships with landlords

Typically, funds aren’t accessed as often as expected and serve as a reassurance to hesitant landlords.

If a housing mitigation fund pool is capitalized with HOP funds, grantees must hold funds in a separate fund or bank account and report on expenditures and remaining funds annually until fully expended.

Some models:

<https://www.usich.gov/news/using-incentives-to-engage-landlords-risk-mitigation-funds>

<https://www.usich.gov/tools-for-action/engaging-landlords-risk-mitigation-funds-community-profiles>

Performance Measures & Reporting Requirements

of landlords who have signed an MOU or collaboration agreement

of contacts with existing landlords (email, phone, face-to-face)

of lease-ups with landlords in the Landlord Liaison Project

of landlords accessing housing mitigation funds

Annual landlord satisfaction survey, housing support worker satisfaction survey

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 7, 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.
- B.** 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.
- C.** 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.

- D. 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
- i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
- i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with

subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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 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 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.

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.

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