

State of Utah



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

Request for Proposal (RFP)

CONTRACT PERIOD: August 15, 2018 – June 30, 2019

Homeless Health and Wellness Coordinator

RFP RELEASE DATE: **Wednesday, June 13, 2018**

MANDATORY LETTER OF INTENT: **Wednesday, June 20, 2018 by 5:00 p.m.**

PROPOSALS DUE: **Monday, July 16, 2018 at 5:00 p.m.**

AMENDMENT DATE:

Recorded here if needed

PAGES:

N/A

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

HOMELESS HEALTH AND WELLNESS COORDINATOR

Department of Workforce Services – Housing and Community Development Division

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FY 2019 HOMELESS HEALTH AND WELLNESS

The Housing and Community Development Division (HCD), Homelessness Programs Office is soliciting proposals for a non-profit organization to coordinate with, and fund homeless health and wellness programs and services that serve homeless persons state-wide and according to the U.S. Department of Housing and Urban Development’s definition of homelessness (<https://www.hudexchange.info/resource/2020/the-homeless-definition-and-eligibility-for-shp-spc-and-esg/>).

During the 2018 General Legislative Session, \$750,000 in one-time funding was appropriated for “Homeless Health and Wellness”. HCD staff convened a group of homeless service providers and community advocates to brainstorm the homeless health and wellness needs in the community. The State Homeless Coordinating Committee approved these funds to be released for a Homeless Health and Wellness Coordinator.

Eligible Programs and Services

The Homeless Health and Wellness Coordinator will fund programs and services with homelessness and health care providers that:

- Coordinate with and support integrated health and wellness services
- Provide health and wellness education
- Engage and connect homeless individuals and families to resources
- Provide urgent, non-facility-based care
- Provide transportation for coordination of health and wellness activities, and
- Conduct assessments

Information and Guidance

Application information, scope of work, proposal evaluation and terms and conditions can be found at: <https://jobs.utah.gov/housing/homelessness/index.html>

Timeline

June 13, 2018	Request for Proposal (RFP) Released
June 20, 2018 by 5:00 p.m.	Mandatory Letter of Intent Due
July 16, 2018 by 5:00 p.m.	Proposals Due

Review Process

July 17, 2018	Proposal Review and Scoring
August 8, 2018	Recommendation to the State Homeless Coordination Committee
August 15, 2018 – June 30, 2019	Contract period

Proposal Submission

Proposals must be submitted using the PDF form-fill template provided by Housing and Community Development and no later than 5:00 p.m. on July 16, 2018 via email to **both** Rebecca Banner at rbanner@utah.gov and Tricia Davis at tadavis@utah.gov.

OVERVIEW

WHO MAY APPLY

- Public or private not-for-profit organizations who:
 - Have a knowledge and expertise in issues surrounding homelessness
 - Are not direct service providers, and
 - Demonstrate organization capacity and a willingness to expand statewide support

REQUIREMENTS

- Coordinate with homeless health and wellness providers throughout the state
- The Homeless Health and Wellness (HHW) coordinating entity will award funding and ensure funded programs:
 - Are open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation
 - Participate in the Homeless Management Information System (HMIS) or a comparable database if domestic violence service provider, and
 - Participate in Continuum of Care (CoC) and Local Homeless Coordinating Committee (LHCC) committees
- Provide on-going support to funded programs
- Demonstrate success utilizing research and evidence based approaches
- Negotiate outcomes for funded programs and projects that will be provided to state and local leaders

PERIOD OF PERFORMANCE AND MONITORING

- Contract period is August 15, 2018 – June 30, 2019
- HCD will monitor contract performance and provide technical assistance
- HCD may terminate the contract at any time based on lack of funding or violation of terms

REPORTING

- Organizations must:
 - Meet reporting requirements for the contract as required by HCD
 - Collect information, compile and submit reports related to programs or projects, and
 - Participate in statewide data collection efforts as requested by HCD
- Quarterly reporting is required for Homeless Health and Wellness as follows:
 - First Quarter: Due October 15 for the time period of August 15 – September 30
 - Second Quarter: Due January 15 for the time period of October 1 – December 31
 - Third Quarter: Due April 15 for the time period of January 1 – March 31
 - Fourth Quarter: Due July 15 for the time period of April 1 – June 30
- Final Report: The final report will be attached to the fourth quarter report and due July 15

FUNDING DETAILS

- \$750,000 was allocated for HHW during the 2018 legislative session as one-time funding from the Homeless to Housing Restricted Account
- Grant funding is based on a reimbursement submission and not distributed in a lump sum
- Invoices for reimbursement must be submitted through the Webgrants system
- Funding may only be spent on expenses related to the project, activities and services proposed
- Housing and Community Development will make recommendations for the HHW coordinator at the August 2018 State Homeless Coordinating Committee (SHCC) meeting for final approval

EVALUATION AND AWARD

- Proposals are evaluated and scored using the criteria and measurements as outlined in the RFP
- Awards are made to the successful applicant(s) with proposals determined to best meet the objectives of DWS, HCD; taking into consideration all factors set forth in this RFP
- DWS reserves the right to reject any and all proposals, award partial grants, or withdraw at any time
- During the proposal review period, applicants must be available to answer questions or provide clarification
- Successful proposals will be open to public inspection after grants are awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open, unless applicant requests in writing that trade secrets or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the application. This form can be found at <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>.

PROPOSAL SUBMISSION

- Proposals must be submitted using the template provided by Housing and Community Development and no later than 5:00 p.m. on July 16, 2018 via email to **both** Rebecca Banner at rbanner@utah.gov **and** Tricia Davis at tadavis@utah.gov
- **DO NOT** include additional attachment information not specified in the RFP and application packet such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring
- Applicant must bear the cost of preparing and submitting proposal
- All requested information must be provided at the time of submission. No opportunity will be offered for correcting application after the application submission deadline
- Late or incomplete proposals will **NOT** be accepted

IF YOU HAVE QUESTIONS

- Questions regarding clarification or interpretation of any section of this RFP can be directed to Tricia Davis at tadavis@utah.gov

ADDENDA

- If DWS finds it necessary to modify the RFP for any reason, HCD will email the updated version to those who attended the pre-proposal meeting and who are eligible to apply.

HOMELESS HEALTH AND WELLNESS COORDINATOR

I. PROPOSAL COVER SHEET

Instructions: Please use the provided space and PDF form fill format for responses.

ORGANIZATION
Applicant Organization _____
Federal Tax ID #: _____ DUNS #: _____
This entity is a: <input type="checkbox"/> Government Agency <input type="checkbox"/> Non-Profit Organization (attach 501(c)(3) letter) <input type="checkbox"/> Other _____
Organizations Signature Authority:
Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Electronic Signature: _____ Date: _____

ORGANIZATION CONTRACT ADMINISTRATOR (if different from Organization's Signature Authority)
Name: _____ Position: _____
Address: _____
Phone: _____ Email: _____

ORGANIZATION FINANCE CONTACT
Name: _____ Position: _____
Address: _____
Phone: _____ Email: _____

ORGANIZATION PROGRAM COORDINATOR (if identified)
Name: _____ Position: _____
Address: _____
Phone: _____ Email: _____

II. PROPOSAL NARRATIVE

1. BACKGROUND AND CAPACITY (20 points possible)

- A. Provide a brief overview of the organization. Include information about the organization's role in the community and the relationship the organization has to homeless health and wellness.
- B. Describe the organization's ability and capacity to coordinate with local communities to provide homeless health and wellness programming throughout the state.

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2. HOMELESS HEALTH AND WELLNESS PROGRAMMING (25 points possible)

- A. Describe how the organization will create an inventory of current homeless health and wellness programs or projects throughout the state.
- B. Explain how the organization will identify innovative programs or projects that serve homeless individuals or families.
- C. Describe how the organization will ensure funded programs or projects are connecting to the homeless service system in their local area and ensure participation in coordinated entry if appropriate.

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COMMUNITY
DEVELOPMENT

3. FUNDING ALLOCATION (10 points possible)

Describe the method for distributing funds to programs or projects and how the organization will:

- A. Publicly announce and solicit programs or projects for applications; and
- B. Review and prioritize programs or projects for funding.

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4. DATA COLLECTION (20 points possible)

The Homeless Health and Wellness coordinator will be expected to collect data to analyze grant outcomes. Funded programs or projects will be required to participate in the Utah Homeless Management Information System (HMIS) or HMIS comparable database.

- A. Describe how the organization will set expectations for performance with the funded programs or projects.
- B. Explain how the organization plans on negotiating outcomes and collecting related data.

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5. STAFFING MODEL (10 points possible)

Describe how the organization plans to provide staffing support for the Homeless Health and Wellness programs or projects funded. Include information to support the organization's ability for immediate implementation.

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6. BUDGET (10 points possible)

The \$750,000 allocated for a Homeless Health and Wellness Coordinator is available from August 15, 2018 – June 30, 2019. Describe in detail the anticipated cost for the organization to coordinate the Homeless Health and Wellness programs or projects.

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SCORING RUBRIC

1. BACKGROUND AND CAPACITY (20 points possible)		
<p>A. Provide a brief overview of the organization. Include information about the organization’s role in the community and the relationship the organization has to homeless health and wellness.</p> <p>B. Describe the organization’s ability and capacity to coordinate with local communities to provide homeless health and wellness programming throughout the state.</p>		
A. A brief overview of the organization was provided. Information about the organization’s role in the community and the relationship the organization has to homeless health and wellness is represented. (10 points)		
<p style="text-align: center;">Marginal (1-3 Points)</p> <ul style="list-style-type: none"> The explanation is unclear as to the relationship the organization has specifically to homeless health and wellness. There is no information to support the organization has experience or knowledge of the complex issues surrounding homelessness. 	<p style="text-align: center;">Somewhat Rigorous (4-7 points)</p> <ul style="list-style-type: none"> An explanation is provided, but the organization did not include enough detail. An explanation is provided, but it does not present a complete picture of the role the organization provides in the community specific to homeless health and wellness. 	<p style="text-align: center;">Most Rigorous (8-10 points)</p> <ul style="list-style-type: none"> The explanation provided clearly describes the organization’s role in the community. There is a detailed description regarding the organization’s knowledge of complex issues surrounding homelessness and examples of coordination with the homeless service provider community are given.
COMMENTS		Points Possible for A: 10 Points Awarded: _____
B. The organization describes their ability and capacity to coordinate with local communities to provide homeless health and wellness programming throughout the state. (10 points)		
<p style="text-align: center;">Marginal (1-3 Points)</p> <ul style="list-style-type: none"> It is unclear if the organization has the ability to coordinate with local homeless health and wellness programs or projects statewide. The organization has not described their capacity to coordinate statewide. 	<p style="text-align: center;">Somewhat Rigorous (4-7 points)</p> <ul style="list-style-type: none"> A general description is provided regarding the organizations ability to coordinate homeless health and wellness programs or projects statewide. Detail regarding the organizations capacity to coordinate services statewide is vague and unclear or supports a narrow geographic location. 	<p style="text-align: center;">Most Rigorous (8-10 points)</p> <ul style="list-style-type: none"> The organization clearly demonstrates their ability to coordinate with homeless health and wellness programs throughout the state. It is clear the organization has the capacity to take on the role of homeless health and wellness coordinator.
COMMENTS		Points Possible for B: 10 Points Awarded: _____

2. HOMELESS HEALTH AND WELLNESS PROGRAMMING (25 points possible)

- A. Describe how the organization will create an inventory of current homeless health and wellness programs or projects throughout the state.
- B. Explain how the organization will identify innovative programs or projects that serve homeless individuals or families.
- C. Describe how the organization will ensure funded programs or projects are connecting to the homeless service system in their local area and ensure participation in coordinated entry if appropriate.

A. The organization clearly describes how they will create an inventory of current homeless health and wellness programs or projects throughout the state. (5 Points)

Marginal (1-2 Points)	Somewhat Rigorous (3 Points)	Most Rigorous (4-5 Points)
<ul style="list-style-type: none"> • There is little or no indication the organization’s plan to create an inventory of the homeless health and wellness programs throughout the state will be sufficient. 	<ul style="list-style-type: none"> • The organization’s describes a plan to create an inventory of the homeless health and wellness programs throughout the state, but is lacking detail. 	<ul style="list-style-type: none"> • The description of the proposed plan to create an inventory of homeless health and wellness programs and projects is detailed and appropriate.

COMMENTS	Points Possible for A: 5 Points Awarded: _____
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B. The organization will identify innovative programs or projects that serve homeless individuals or families. (10 points)

Marginal (1-3 Points)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none"> • There is little indication the organization will utilize a statewide inventory and other methods to identify innovative projects or programs serving homeless individuals or families. 	<ul style="list-style-type: none"> • There is some evidence to suggest that the organization will successfully target and identify programs or projects that will address the needs of the homeless population. 	<ul style="list-style-type: none"> • Strong evidence is presented to suggest the organization will intentionally utilize a statewide inventory and other methods to identify innovative programs and projects that serve homeless individuals and families.

COMMENTS	Points Possible for B: 10 Points Awarded: _____
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C. The organization will ensure funded programs or projects are connecting to the homeless service system in their local area and will ensure participation in coordinated entry if appropriate. (10 points)

Marginal (1-3 Points)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none"> The organization does not have a clear understanding or plan for ensuring projects are connecting to the homeless service system in local areas. There is no indication the organization understands coordinated entry. 	<ul style="list-style-type: none"> There is a vague description of how the coordinating organization will ensure programs and projects are connecting to the homeless service system in local areas. It is unclear the organization understands coordinated entry. 	<ul style="list-style-type: none"> The organization clearly explains how it will support funded programs in connecting to the homeless service system in local areas. Convincing evidence is provided that indicates the organization has had involvement in coordinated entry planning and can adequately support projects and programs connecting to local systems.

COMMENTS

Points Possible for C: 10
Points Awarded: _____

3. FUNDING ALLOCATION (10 points possible)

Describe the method for distributing funds to programs or projects and how the organization will:

- A. Publicly announce and solicit programs or projects for applications; and
- B. Review and prioritize programs or projects for funding.

A. *The method for distributing funds to programs or projects is clearly described. Details include how the organization will publicly announce and solicit programs or projects for applications. (5 Points)*

Marginal (1-2 Points)	Somewhat Rigorous (3 Points)	Most Rigorous (4-5 Points)
<ul style="list-style-type: none"> • The plan for distributing funds is missing, unclear or weak. • The organization does not demonstrate it has a plan or the capacity for soliciting proposals from programs or projects. 	<ul style="list-style-type: none"> • The plan for distributing funds is vaguely described and is lacking detail to support the organization will adequately be able to distribute funding to programs throughout the state. • The organization has a general plan for soliciting proposals from programs or projects. 	<ul style="list-style-type: none"> • The method described to disperse funds to projects or programs includes details regarding internal processes needed to disperse funds as well as meet the funding needs of service providers.

COMMENTS

Points Possible for A: 5
Points Awarded: _____

B. *The organization has a clear and detailed plan for the review and prioritization of programs or projects for funding. (5 Points)*

Marginal (1-2 Points)	Somewhat Rigorous (3 Points)	Most Rigorous (4-5 Points)
<ul style="list-style-type: none"> • A plan for the review and prioritization of funds is missing, unclear or weak. • The organization does not demonstrate it has a plan or the capacity for reviewing proposals from programs or projects. 	<ul style="list-style-type: none"> • A plan for the review and prioritization of proposals is vaguely described and is lacking detail. 	<ul style="list-style-type: none"> • The method described to review proposals for projects or programs includes details regarding internal processes that will adequately prioritize funding.

COMMENTS

Points Possible for B: 5
Points Awarded: _____

4. DATA COLLECTION (20 points possible)

The Homeless Health and Wellness coordinator will be expected to collect data to analyze grant outcomes. Funded programs or projects will be required to participate in the Utah Homeless Management Information System.

- A. Describe how the organization will set expectations for performance with the funded programs or projects.
- B. Explain how the organization plans on negotiating measures and outcomes and collecting related data.

A. The organization clearly describes how it will set expectations for performance with the funded programs or projects. (10 Points)

Marginal (1-3 Points)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none"> • The description for setting performance expectations in missing or unclear. 	<ul style="list-style-type: none"> • The description for setting performance expectations is vague or lacks detail. 	<ul style="list-style-type: none"> • The description for setting performance expectations is clear and aligns with state and local Continuum of Care or Local Homeless Coordinating Committee priorities.

COMMENTS	Points Possible for A: 10 Points Awarded: _____
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B. The organization clearly explains how it plans on negotiating outcomes and collecting related data. (10 Points)

Marginal (1-3 Points)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none"> • Description of current data collection practices and policies are missing or vague. • There is some mention of data collection practices and policies, but the type, frequency and methods unclear. 	<ul style="list-style-type: none"> • Description for current data collection practices and policies is general and lacks specific details. • There is a general description of data collection practices and policies and reporting details. 	<ul style="list-style-type: none"> • Specific details are provided about negotiating outcomes and data collection practices and policies. • The description clearly details the type, frequency and methods associated with data collection practices and policies.

COMMENTS	Points Possible for B: 10 Points Awarded: _____
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5. STAFFING MODEL (10 points possible)

Describe how the organization plans to provide staffing support for the Homeless Health and Wellness programs or projects funded, including the ability for immediate implementation.

There is a clear description of the plan to provide staffing support for programs or projects funding and the organization has the capacity to immediately implement a funding process and support for projects and programs. (10 Points)

Marginal (1-3 Points)

- There is little or no description of the plan to provide staffing support. No mention of timeline included.

Somewhat Rigorous (4-7 Points)

- There is a general description of the plan to provide staffing support. Some details about timeline, but not all timeline details appear appropriate and realistic.

Most Rigorous (8-10 Points)

- There is a clear description of the plan to provide staffing with appropriate resources that align with a realistic timeline.

COMMENTS

Points Possible: 10

Points Awarded: _____

6. BUDGET (10 points possible)

The \$750,000 allocated for a Homeless Health and Wellness Coordinator is available from August 15, 2018 – June 30, 2019. Describe in detail the anticipated cost to coordinate the Homeless Health and Wellness programs or projects.

The stated costs to serve as the Homeless Health and Wellness coordinating entity are reasonable in relation to the proposed plan and existing resources. (10 Points)

Marginal (1-3 Points) <ul style="list-style-type: none">It is difficult to determine if stated costs reasonable based on the narrative provided.Not all costs are itemized, detailed and purposeful.Little or no alignment with the intent of the Homeless Health and Wellness funding.	Somewhat Rigorous (4-7 Points) <ul style="list-style-type: none">There is not enough detail provided to determine if stated costs are reasonable in relation to the plan provided.Most costs are itemized, detailed and purposeful.Some alignment with the intent of the Homeless Health and Wellness funding.	Most Rigorous (8-10 Points) <ul style="list-style-type: none">Stated costs are reasonable in relation to narrative and plan provided.All costs are itemized, detailed and purposeful.Intentional alignment with the intent and purpose of the Homeless Health and Wellness funding.
COMMENTS		Points Possible for: 10 Points Awarded: _____

OVERALL PRESENTATION (5 POINTS POSSIBLE)

Proposal has been submitted as requested. The narrative is organized, detailed and clear for the evaluation committee to assess. (5 Points)

Marginal (1-2 Points) <ul style="list-style-type: none">There is a lack of sufficient detail about the program, answers are vague.Information is not organized, clear or easy to find.	Somewhat Rigorous (3 Points) <ul style="list-style-type: none">There are some details about the program, answers are general.Most information is organized, clear and easy to understand.	Most Rigorous (4-5 Points) <ul style="list-style-type: none">There is sufficient detail about the program, answers are complete and responsive.Information is organized, clear and easy to understand.
COMMENTS		Points Possible for Overall Presentation: 5 Points Awarded: _____

TOTAL EVALUATION POINTS FOR HOMELESS HEALTH AND WELLNESS COORDINATOR PROPOSAL

OVERALL COMMENTS	SECTIONS SCORES
	1. BACKGROUND AND CAPACITY – TOTAL Points Possible: 20 TOTAL Points Awarded by Evaluator: _____
	2. HHW PROGRAMMING – TOTAL Points Possible: 25 TOTAL Points Awarded by Evaluator: _____
	3. FUNDING ALLOCATION – TOTAL Points Possible: 10 TOTAL Points Awarded by Evaluator: _____
	4. DATA COLLECTION – TOTAL Points Possible: 20 TOTAL Points Awarded by Evaluator: _____
	5. STAFFING MODEL – TOTAL Points Possible: 10 TOTAL Points Awarded by Evaluator: _____
	6. BUDGET – TOTAL Points Possible: 10 TOTAL Points Awarded by Evaluator: _____
	OVERALL PRESENTATION – TOTAL Points Possible: 5 TOTAL Points Awarded by Evaluator: _____
	TOTAL Points Possible: 100 TOTAL Points Awarded by Evaluator: _____

HOMELESS HEALTH AND WELLNESS

ATTACHMENT A: GENERAL PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT

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

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the contract signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- c) "Contract Signature Page(s)" means the State cover page(s) that the State Entity and Contractor sign.
- d) "Contractor", "Sub-Recipient" or "Loan Recipient" means the individual or entity identified in this Contract. The term "Contractor", "Sub-Recipient" or "Loan Recipient" shall include Contractor's, Sub-Recipient's or Loan Recipient's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor's, Sub-Recipient's or Loan Recipient's pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor's, Sub-Recipient's or Loan Recipient's performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's, Sub-Recipient's or Loan Recipient's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Contractor, Sub-Recipient or Loan Recipient, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor, Sub-Recipient or Loan Recipient may be liable at any tier, including a person or entity that is, or will be providing or performing an essential aspect of this Contract, including Contractor's, Sub-Recipient's or Loan Recipient's manufactures, distributors, and suppliers.

2. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases by the State.

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

4. LAWS AND REGULATIONS: The Contractor, Sub-Recipient or Loan Recipient and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with

all applicable Federal, State, and local laws and regulations. Further, Contractor, Sub-Recipient or Loan Recipient agree to abide by all requirements in 2 CFR §200.331 – Requirements for Pass-Through Entities.

5. PROJECT COMPLETION: The Contractor, Sub-Recipient or Loan Recipient shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.

6. RECORDS ADMINISTRATION: The Contractor, Sub-Recipient or Loan Recipient shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor, Sub-Recipient or Loan Recipient pursuant to this Contract. The records shall be retained by the Contractor, Sub-Recipient or Loan Recipient for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor, Sub-Recipient or Loan Recipient agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

7. FINANCIAL REPORTING: Contractor, Sub-Recipient or Loan Recipient must annually inform the State Entity, in writing, whether: (1) the nonprofit corporation, Contractor, Sub-Recipient or Loan Recipient met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year; and whether (ii) the nonprofit corporation, Contractor, Sub-Recipient or Loan Recipient anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.

8. CONFLICT OF INTEREST: Contractor, Sub-Recipient or Loan Recipient represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made in accordance with §67-16- 8, Utah Code Annotated, 1953, as amended. Contractor, Sub-Recipient or Loan Recipient certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

9. CONTRACTOR, SUB-RECIPIENT OR LOAN RECIPIENT AN INDEPENDENT CONTRACTOR: The Contractor, Sub-Recipient or Loan Recipient shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor, Sub-Recipient or Loan Recipient shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for the Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor, Sub-Recipient or Loan Recipient.

10. INDEMNITY: Contractor, Sub-Recipient or Loan Recipient shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, , and costs arising out of Contractor, Sub-Recipient or Loan Recipient's performance of this Contract caused by any intentional act or negligent act of Contractor, Sub-Recipient or Loan Recipient, its agents, employees, officers, partners, or Subcontractors, without limitation. However, the Contractor, Sub-Recipient or Loan Recipient shall not indemnify for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor, Sub-Recipient or Loan

Recipient's liability, including a limitation of liability clause for anyone for whom the Contractor, Sub-Recipient or Loan Recipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. EMPLOYMENT PRACTICES CLAUSE: The Contractor, Sub-Recipient or Loan Recipient agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor, Sub-Recipient or Loan Recipient agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

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

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

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

14.2 Upon thirty (30) days written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

14.3 If a notice is delivered under paragraph 1 or 2 of this Section the State will reimburse the Contractor, Sub-Recipient or Loan Recipient for products properly delivered or services properly performed up until the effective date of written notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of notice.

14.4 Notwithstanding any other paragraph or provision of the Section 13, if the State in said notice to the Contractor, Sub-Recipient or Loan Recipient indicates that the Contractor, Sub-Recipient or Loan Recipient is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor, Sub-Recipient or Loan Recipient shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

15. WARRANTY: The Contractor, Sub-Recipient or Loan Recipient warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor, Sub-Recipient or Loan Recipient agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor, Sub-Recipient or Loan Recipient acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. Remedies available to the State include, but are not limited to, the following: The Contractor, Sub-Recipient or Loan Recipient will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor, Sub-Recipient or Loan Recipient in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor, Sub-Recipient or Loan Recipient will refund the full amount of any payments that have been made.

16. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor, Sub-Recipient or Loan Recipient will be remitted by mail, electronic funds transfer, or the State's Purchasing card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor, Sub-Recipient or Loan Recipient as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor, Sub-Recipient or Loan Recipient of final payment, without a written protest filed with the State from all claims and all liability to the Contractor, Sub-Recipient or Loan Recipient. The State Entity payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State may have against Contractor, Sub-Recipient or Loan Recipient.

17. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor, Sub-Recipient or Loan Recipient warrants that any items procured to the state by the Contractor, Sub-Recipient or Loan Recipient does not, to the contractor's knowledge, violate or infringe on any third party copyrights, patents, trade secrets, or other propriety rights. If these third party rights are infringed upon, then the Contractor, Sub-recipient or Loan Recipient will indemnify the State Entity and hold the State harmless from and against all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any claim brought against the State Entity or the State for infringement of third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor, Sub-Recipient or Loan Recipient's liability, such limitations of liability will not apply to this section.

18. ASSIGNMENT/SUBCONTRACT: Contractor, Sub-Recipient or Loan Recipient will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

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

20. INELIGIBLE EXPENSES: Contractor, Sub-Recipient or Loan Recipient expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the Contractor, Sub-Recipient or Loan Recipient will be immediately refunded to the State by the Contractor, Sub-Recipient or Loan Recipient. The Contractor, Sub-Recipient or Loan Recipient further agrees that the State shall have the right to withhold any or all subsequent payments under this or other Contracts to the Contractor, Sub-Recipient or Loan Recipient until the recoupment of overpayments is made.

21. PUBLIC INFORMATION: Contractor, Sub-Recipient or Loan Recipient agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act (GRAMA). Contractor, Sub-Recipient or Loan Recipient gives the State Entity and the State express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by contractor and expressly approved by the State Division of Purchasing and General Services, Contractor, Sub-Recipient or Loan Recipient also agrees that the Contractor, Sub-Recipient or Loan Recipient's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State are not obligated to inform Contractor, Sub-Recipient or Loan Recipient of any GRAMA requests for disclosure of this Contract, related purchase order, related pricing documents, or invoices.

22. PROCUREMENT ETHICS: Contractor, Sub-Recipient or Loan Recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

23. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Contractor, Sub-Recipient or Loan Recipient in default of this Contract: (i) Contractor, Sub-Recipient or Loan Recipient's non-performance of contractual obligations; or (ii) Contractor, Sub-Recipient or Loan Recipient's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor, Sub-Recipient or Loan Recipient will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor, Sub-Recipient or Loan Recipient has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor, Sub-Recipient or Loan Recipient from receiving future Contracts from the State Entity or the State; or (v) demand a full refund of any payment that the State Entity has made to Contractor, Sub-Recipient or Loan Recipient under this Contract for services that do not conform to this Contract.

24. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by

fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. CONFLICT OF TERMS: Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State Standard Contract Terms and Conditions; 2). State Contract Signature Page(s); 3). Additional State Terms and Conditions; 4) Contractor, Sub-Recipient or Loan Recipient Terms and Conditions.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in the contract.

27. ACCOUNTING REPORTS: The Contractor, Sub-Recipient or Loan Recipient is responsible to ensure that Contractor, Sub-Recipient or Loan Recipient complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.

28. INSURANCE: Contractor, Sub-Recipient or Loan Recipient shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. Contractor, Sub-Recipient or Loan Recipient also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor, Sub-Recipient or Loan Recipient must add the State as an additional insured with notice of cancellation. Failure to maintain required insurance or to provide proof of insurance as required will be deemed a material breach of this Contract which may result in immediate termination.

28.1. INSURANCE – WORKERS COMPENSATION: Contractor, Sub-Recipient or Loan Recipient shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed. Contractor, Sub-Recipient or Loan Recipient acknowledges that within (30) days of contract award, Contractor, Sub-Recipient or Loan Recipient must submit proof of certificate of insurance that meets the above requirements. Failure to provide proof of insurance will be considered a material breach of contract.

29. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

29.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor, Sub-Recipient or Loan Recipient has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor, Sub-Recipient or Loan Recipient's new employees that are employed in the State in accordance with applicable immigration laws including UCA Section 63G-12-302.

2. The Contractor, Sub-Recipient or Loan Recipient shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) Contractor, Sub-Recipient or Loan Recipient by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor, Sub-Recipient or Loan Recipient's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

29.2 Indemnity Clause for Status Verification System

1. Contractor, Sub-Recipient or Loan Recipient (includes, but is not limited to any Contractor, Sub-Recipient or Loan Recipient, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following:

(a) Contractor, Sub-Recipient or Loan Recipient; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor, Sub-Recipient or Loan Recipient or Subcontractor may be liable.

2. Notwithstanding Section 2 (AUTHORITY) above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or sub-consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

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

31. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

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

32. TIME OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor, Sub-Recipient or Loan Recipient shall be liable for all reasonable damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor, Sub-Recipient or Loan Recipient's failure to timely perform the Services required under this Contract.

33. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

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

34.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor, Sub-Recipient or Loan Recipient's Services, including Contractor, Sub-Recipient or Loan Recipient's Subcontractors. Results of any evaluation may be made available to Contractor, Sub-Recipient or Loan Recipient upon request.

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

35. STANDARD OF CARE: The Services of Contractor, Sub-Recipient or Loan Recipient and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor, Sub-Recipient or Loan Recipient shall be liable to the State Entity and State for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g. another Contractor, Sub-Recipient or Loan Recipient's claim against the State), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

36. CONFIDENTIALITY: If Confidential Information is disclosed to Contractor, Sub-Recipient or Loan Recipient, Contractor, Sub-Recipient or Loan Recipient shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information to any third parties. Contractor, Sub-Recipient or Loan Recipient will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor, Sub-Recipient or Loan Recipient shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor, Sub-Recipient or Loan Recipient shall indemnify, hold harmless, and defend the State Entity and the State, including anyone for whom the State Entity or the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor, Sub-Recipient or Loan Recipient or anyone for whom the Contractor, Sub-Recipient or Loan Recipient is liable.

Upon termination or expiration of this Contract, Contractor, Sub-Recipient or Loan Recipient will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

37. PUBLICITY: Contractor, Sub-Recipient or Loan Recipient shall submit in writing to the State Entity for approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole

discretion whether to provide approval for the publicity; the State Entity shall respond in writing.

38. CONTRACT INFORMATION: Contractor, Sub-Recipient or Loan Recipient shall provide information regarding job vacancies to the State Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contract information for job vacancies. This information shall be provided to the State Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor, Sub-Recipient or Loan Recipient from advertising job openings in other forums throughout the State.

39. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Contractor, Sub-Recipient or Loan Recipient agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor, Sub-Recipient or Loan Recipient prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor, Sub-Recipient or Loan Recipient shall transfer any ownership claim to the State Entity.

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

41. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

42. DISPUTE RESOLUTION: Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, Sub-Recipient or Loan Recipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, the State Entity and Contractor, Sub-Recipient or Loan Recipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

43. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

44. SEVERABILITY: The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

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

HOMELESS HEALTH AND WELLNESS

ATTACHMENT B: OVERVIEW PROGRAM TERMS AND CONDITIONS

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

- **CONTINUUM OF CARE:** The CONTRACTOR/SUBRECIPIENT agrees to participate in their local Continuum of Care's Coordinated Access Plan. Failure to participate in Coordinated Access will result in termination of this contract.
- **HOMELESS COUNT:** The CONTRACTOR/SUBRECIPIENT agrees to participate in the semi-annual Point in Time Homeless Count. Failure to submit information required for the semi-annual Homeless Point in Time Count will result in termination of this contract.
- **CONSULTATION/TECHNICAL ASSISTANCE:** The STATE will provide reasonable consultation and/or technical assistance as requested by the CONTRACTOR/SUBRECIPIENT to assure satisfactory performance in providing the contracted services.
- **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR/SUBRECIPIENT agrees to notify the STATE, and receive STATE'S written approval, prior to implementing any change in program budget, Attachment C, design as specified in Attachment D or supportive services as specified in Attachment D.
- **TERMINATION AND REDUCTION IN SCOPE:** Notwithstanding the expiration date of this agreement, the STATE may, at its sole discretion, with or without cause, terminate said agreement upon 60 days written notice to the CONTRACTOR/SUBRECIPIENT. Furthermore, in the event the STATE determines that its interest involves modifying or reducing the funds and/or services obligated under this agreement, it may do so unilaterally upon 60 days written notice subject only to the CONTRACTOR/SUBRECIPIENT right to terminate this agreement as specified below. (This paragraph is intended to take precedence over paragraph 12 of the Standard Terms and Conditions to the extent that the two paragraphs may be inconsistent.). In the event the SUBRECIPIENT wishes to terminate this agreement either with or without cause, the SUBRECIPIENT may do so upon 60 days written notice. In the event the SUBRECIPIENT fails to respond or does not respond affirmatively to any STATE initiated written request to modify or reduce funds and/or services under this agreement within 5 days of receipt of the request, this agreement will be considered terminated after the elapsed 5 day period.
- **REIMBURSEMENT OF EXPENDITURES:** The CONTRACTOR/SUBRECIPIENT agrees to provide certain financial reports, including transaction level detail reports, as an attachment to each Claim/RFF submitted. Claims should be submitted no more frequent than monthly, or less frequent than quarterly. All claims for reimbursement must be submitted within 15 days after termination of the contract. Any claims submitted after 15 days of termination of the contract may or may not be reimbursed, at the discretion of STATE, even if the expenses were incurred during the term of the contract.
- **PAYMENT WITHHOLDING:** The CONTRACTOR/SUBRECIPIENT agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR/SUBRECIPIENT record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.

HOMELESS HEALTH AND WELLNESS

ATTACHMENT C: BUDGET – DIRECT AND INDIRECT COSTS

Determinations of cost allowability are based on state procurement and cost principles found in the Federal OMB Cost Principles (2CFR 200). Costs must meet certain criteria to be allowable. Costs must be reasonable, necessary and conform to limitations set forth in legislation, regulation or federal circulars. They must be consistent with the contractor’s procurement policies and procedures. Contractor is required to report and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP). Failure to follow these principles may result in an inappropriate use of federal funds or state funds and the contractor may have to repay the funds and incur a financial penalty.

DIRECT COSTS (ALLOWABLE AS BUDGETED ITEMS)	INDIRECT COSTS (NOT ALLOWABLE AS DIRECT COSTS)
Salaries/Wages & Fringe Benefits: Staff time providing direct client services and assessments; meeting with clients to identify needs; referring clients to community services; enrolling in mainstream programs and housing opportunities; may also include case management; staffing for shelter operations; security; and data entry	Salaries/Wages & Fringe Benefits: Clerical and administrative assistants, fiscal manager, secretaries, and directors (allowable as administrative costs, dependent on project type)
Materials and Supplies: Project-related supplies used to conduct the project, including curriculum; food pantry or food box preparation and distribution; or day shelter services	Office Supplies: Pens, pencils, paper, staples, transparencies, toner cartridges, diskettes, printer paper, word processing and spreadsheet programs
Equipment: Equipment used for technical or software that costs greater than \$5,000 and has a useful life of at least one year	Equipment: General office equipment such as copiers, printers, office computers, and fax machines
Facilities: Project specific space, insurance, utilities costs, equipment	Facilities: Building use (rent), grounds maintenance, renovations, and alterations of a property
Travel: Staff transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business, some client transportation if directly associated with service delivery. Out-of-state travel requires prior approval from a DWS-HCD Program Specialist	Travel: Costs of entertainment, such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities
Telephone: Local service, cell phones, if verifiable to specific project	Telephone: Long distance calls, installation and maintenance
Maintenance & Repairs: Maintenance, repairs, or renovation to project buildings, not to include Acquisitions, Construction or Demolition	Maintenance & Repairs: Maintenance and repairs to general purpose equipment, buildings, and grounds, rehabilitation of administration areas
Advertising: Public relations to promote specific projects	
Participant Support Costs (Financial Assistance): Rent, deposits, utilities, application fees, etc. are allowed. The budget justification should describe the purpose for the costs and the way in which they will directly benefit the proposed project’s scope of work. These costs must be excluded when calculating the Modified Total Direct Costs (MTDC) to determine the overall project’s F&A costs.	
Training: Registration fees for DWS approved trainings for direct-labor employees, which may also include salary or wages for time spent attending trainings or meetings required by the contract.	

**HOMELESS HEALTH AND WELLNESS
ATTACHMENT D: AUTHORIZED WEB GRANTS SYSTEM USERS**

**PERSONS AUTHORIZED TO SUBMIT A CLAIM FOR REIMBURSEMENT UNDER THIS
CONTRACT**

Name of Agency: _____

THIS IS TO CERTIFY THAT, AS OF THIS DATE, THE INDIVIDUALS LISTED BELOW ARE AUTHORIZED TO ACCESS THE WEB GRANTS SYSTEM AND SUBMIT A CLAIM OR REQUEST FOR FUNDS UNDER THIS CONTRACT:

Name	Title
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Name	Title
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Name	Title
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Name	Title
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I agree that it is my responsibility to notify the State in writing in the event any of the above-named individuals ceases employment at this agency or otherwise should have access to the Web Grants system restricted or denied. I further agree that it is my responsibility to notify the State of any individuals that the agency may desire to add to the above list.

Name	Title
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Date