EXHIBIT A. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the **Department of Community Resilience's emergency housing project at 270 Foxon Boulevard, New Haven, CT,** and shall comply with the terms and conditions set forth in this Contract as required by the Department, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections contained in this Exhibit A shall be interpreted to negate, supersede or contradict any section of Parts I and II. In the event of any such inconsistency between the Exhibit A, Part I and Part II, the sections of Part I and Part II shall control.

A. List of Definitions:

- **2-1-1** is a one-stop connection to local Connecticut services an individual may need, including but not limited to utility assistance, food, housing, childcare, after-school programs, elder care, crisis intervention and much more. 2-1-1 assesses an individual's need and provides referrals to available resources within an individual's community. 2-1-1 is available 24 hours a day every day of the year. Multilingual assistance and TDD access is also available. 2-1-1 is equipped with a comprehensive database of approximately 4,100 agencies and provides over 40,000 programs and services. 2-1-1 is fully certified in crisis intervention by the American Association of Suicidology and certified by The Alliance of Information and Referral Systems (AIRS). AIRS is the professional association for over 1,200 community Information and Referral (I&R) providers.
- 1. Action plan- is a mutually agreed upon tool, developed between the Contractor and Client as a result of the individual assessment plan, which is used to identify the actions necessary to meet the Clients' needs and establish goals that will assist Clients to achieve self-sufficiency. Such goals may include, but are not limited to, access to health care, mental health care, addiction services, financial resources, training, employment and permanent housing.
- 2. Chronic/Chronically Homeless- a "chronically homeless" individual is defined by HUD to mean a homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the "chronically homeless" definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four separate occasions in the last 3 years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least 7 nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

"Chronically homeless" families are defined by HUD as families with adult heads of household who meet the definition of a chronically homeless individual. If there is no adult in the family, the family would still be considered chronically homeless if a minor head of household meets all the criteria of a chronically homeless individual. A chronically homeless family includes those whose composition has fluctuated while the head of household has been homeless.

- **3.** Client- any homeless individual eighteen (18) years of age or over, or homeless family, or emancipated minor, who is in need of and requests services from the Department of Housing.
- **4. Client Satisfaction Survey** a tool designed to collect voluntary feedback from clients (anonymously) receiving various DCR funded services during a given time within the calendar year.
- **5.** Continuum of Care Program– a federal housing program that provides funding for rental assistance and support services for homeless individuals and families.
- 6. Coordinated Access- is a requirement of the Federal HEARTH Act, which governs most of the federal funding communities receive to address homelessness and is supported by the State of Connecticut Department of Housing. Aspects include:

- i A standardized, assessment and referral process to access community resources within a geographic region for people experiencing a housing crisis or homelessness.
- ii The ability of Clients to call 2-1-1 from anywhere in the state to start the DCR assistance process.
- iii Referral by 2-1-1 of anyone experiencing a housing crisis to the Coordinated Access Network (CAN) in the caller's community, and access by the CAN of available resources to address the Client's needs.
- 7. Coordinated Access Network System (CANs)- a collaboration of service providers working together to streamline and standardize the process for Clients to access assistance to help communities focus on rapidly ending each person's homelessness by connecting them with appropriate housing and resources as quickly as possible.
- **8.** Corrective Action Plan- is a process of DCR communicating with the Contractor to improve unacceptable performance.
- **9. Harm Reduction Philosophy** a philosophy implemented for Clients who have relapsed from substance abuse or continue to abuse substances, so that health care, support and housing continue to be provided to such eligible Clients.
- **10. HEARTH Act-** the federal law that amended and reauthorized the McKinney-Vento Homeless Assistance Act with substantial changes, including: A consolidation of HUD's competitive grant programs recovery-oriented approach to ending homelessness that centers on quickly moving people experiencing homelessness into independent and permanent housing and then providing additional supports and services as needed.
- **11. HMIS** is an electronic data collection system that stores Client-level information about homeless persons who access the homeless service system. HMIS is utilized by the Contractor to maintain and track Client level demographics, services and outcome data.
- 12. Homeless- HUD provides four categories under which Clients may qualify as homeless:
 - i Clients who lack a fixed, regular, and adequate nighttime residence and includes a subset for individuals who resided in an emergency shelter or a place not meant for human habitation, or who is exiting an institution where he or she temporarily resided;
 - ii Clients who will imminently lose their primary nighttime residence;
 - iii unaccompanied youth and families with children who are defined as homeless under other federal statutes and who do not otherwise qualify as homeless under this definition; and
 - iv Clients who are fleeing, or are 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.
- **13. Homeless Street Outreach-** activities designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services. This may include, but is not limited to, mental health services, substance abuse treatment, medical care, financial assistance, child care, or employment services.
- 14. Housing Authorities– generally governmental bodies that govern some aspect of the territory's housing, often providing low rent or free apartments to qualified residents.
- **15.** Housing First- is a programmatic and systems approach that centers on providing homeless people with housing quickly and then providing services as needed using a low barrier approach that emphasizes community integration, stable tenancy, recovery and individual choice.
- **16.** Housing First Approach- is an approach to ending homelessness that centers on providing people experiencing homelessness with housing as quickly as possible– and then providing services as needed. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve.

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- **17.** Housing First Model- is a recovery-oriented approach to ending homelessness that centers on quickly moving people experiencing homelessness into independent and permanent housing and then providing additional supports and services as needed.
- **18.** Housing Plan- a written agreement between the client and service provider that identifies a goal and objective, measurable outcomes for achieving that goal. The primary focus of these plans is obtaining or maintaining housing. These plans are person-centered and reflective of the client's desired goals for obtaining permanent housing.
- 19. HUD-U.S. Department of Housing and Urban Development.
- **20.** Intake- basic information collected from a Client seeking housing services when the Client presents to the homeless program. Such information may include, but is not limited to: age, marital status, family size, race, ethnicity, major source of income, reason for loss of housing, length of homelessness, rental/home ownership history, employment status, education history, history of substance abuse, current natural supports, and mental and physical health.
- **21. Length of stay** the number of days from entry into the program until exit from the program. HEARTH Act expectations are:
 - i Reductions in the length of time people are homeless;
 - ii Reductions in homelessness recidivism;
 - iii Thoroughness in reaching homeless people;
 - iv Reductions in the number of homeless people;
 - v Increases in jobs and income; and
 - vi Reductions in the number of people who become homeless.

22. Low barrier approach to entry-

- i Admission/Client screening and selection practices do not require abstinence from substances, completion of or compliance with treatment, or participation in services.
- ii Applicants are not rejected on the basis of poor or lack of credit or income, poor or lack of rental history, minor criminal convictions, or other factors that might indicate a lack of housing readiness.
- iii Blanket exclusionary criteria based on more serious criminal convictions are not applied, though programs may consider such convictions on a case by case basis as necessary to ensure the safety of other residents and staff.
- iv Only those admission criteria that are required by the CT Department of Housing are applied, though programs may also consider additional criteria on a case by case basis as necessary to ensure the safety of tenants and staff. Application of such additional criteria should be rare, and may include, but are not limited to: denial of an applicant who is a high risk registered sex offender by a project serving children, or denial of an applicant who has a history of domestic violence involving a current participant.
- v Substance use, including alcohol, is strictly prohibited in the shelter premises.

23. Medical Entitlement Programs-

- i. Supplemental Security Income (SSI) is a United States government program that provides stipends to lowincome people who are either (a) aged 65 or older, or (b) blind or disabled. Although administered by the Social Security Administration, SSI is funded from the U.S. Treasury general funds, not the Social Security trust fund.
- ii. Social Security Disability (SSD) Social Security benefits paid to people who can't work because they have a

medical condition that's expected to last at least one year or result in death.

- iii. Title XIX Medicaid is a joint federal-state program that provides health coverage or nursing home coverage to certain categories of low-asset people, including children, pregnant women, parents of eligible children, people with disabilities and elderly needing nursing home care.
- 24. Medium term rental assistance- a housing program that assists very-low-income families to afford decent, safe, and sanitary housing in the private market for four (4) to twelve (12) months.
- **25. Permanent housing placement costs** costs associated with locating housing such as housing referral, tenant counseling (e.g. understanding a residential lease and its obligations; mediation of disputes), costs associated with placement in housing (Application fees and credit check expenses; First month's rent and security deposit; One-time utility connection fees and processing costs).
- **26. Permanent Supportive Housing (PSH)** housing and supportive services that help people who are chronically homeless get out of the cycle of temporary housing and establish a permanent living arrangement. Some supportive housing programs are targeted to homeless persons with mental health and/ or substance abuse problems, or affected by HIV/AIDS.
- 27. Positive Discharge Outcome- exit destinations from a shelter that result in increased housing stability or a connection to care that is clinically appropriate for the client. Including but not limited to:
 - i Hospital or other residential non-psychiatric medical facility;
 - ii Hotel or motel paid for without emergency shelter voucher;
 - iii Long-term care facility or nursing home;
 - iv Owned by client, no ongoing housing subsidy;
 - v Owned by client, with ongoing housing subsidy;
 - vi Permanent housing for formerly homeless persons;
 - vii Psychiatric hospital or other psychiatric facility;
 - viii Rental by client, no ongoing housing subsidy;
 - ix Rental by client, with other ongoing housing subsidy;
 - x Rental by client, with VASH housing subsidy;
 - xi Staying or living with family, permanent tenure;
 - xii Staying or living with family, temporary tenure (e.g., room, apartment or house);
 - xiii Staying or living with friends, permanent tenure;
 - xiv Staying or living with friends, temporary tenure (e.g., room, apartment or house);
 - xv Substance abuse treatment facility or detox center; and
 - xvi Transitional housing for homeless persons (including homeless youth).
- **28. Shelter Diversion** to assist clients resolve potential shelter need through assistance other than the Emergency Shelter Program.
- 29. Shelter Diversion/Rapid Rehousing (RRH) to help individuals or families living in shelters or in places not

meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs also include utilities, rental application fees, security deposits, last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair.

- **30.** Short term rental assistance- a housing program for assisting very-low-income families to afford decent, safe, and sanitary housing in the private market for one (1) to three (3) months.
- **31.** SSI/SSDI Outreach Access and Recovery (SOAR) is a program designed to increase access to SSI/SSDI for eligible adults who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder. **36.** Stabilization case management- includes but is not limited to: as necessary, mental health services, substance abuse treatment, medical care, financial assistance, child care, and/or employment services to ensure success in permanent housing.
- **32. Stabilization services** encompass any support service that will assist an individual or family to resolve their housing crisis.
- **33. Subsidized Housing-** a housing program that provides rental assistance to a client that ensures the client affordability in the housing market.
- **34.** Supportive services activity- services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to assist an individual in maintaining permanent housing.
- **35.** The McKinney-Vento Homeless Education Assistance Act- is a federal law that ensures immediate enrollment and educational stability for homeless children and youth. McKinney-Vento provides federal funding to states for the purpose of supporting district programs that serve homeless students.
- 36. VASH -a federally funded housing program that provides rental assistance and support services to homeless veterans

B. <u>DESCRIPTION OF PROGRAMS</u>: The Contractor shall provide services for Emergency Shelter (ESS) at 270 Foxon Boulevard, New Haven, CT, as detailed herein.

Throughout the Contract term, the Contractor shall provide the following housing services to persons who are literally unhoused:

- a. The Contractor shall provide ESS and case management services to unhoused individuals, at least 18 years old or families without minors. The ESS is a facility that meets the basic needs for food and shelter on an emergency and short-term basis. All services provided through the ESS shall be in accordance with C.G.S. §8-359a and also shall comply with the provisions set forth herein.
 - i. Clients may not be denied services due to inability to pay a fee, nor may they be denied access to shelter for anything unless they pose a safety threat to themselves, other residents, or staff.
 - ii. The Contractor will only take Clients in for intake and an emergency shelter bed by working with the CAN, except when there is bed vacancy on the weekends and after business hours. On weekends and after business hours City designated staff and outreach contractors can place unsheltered people, and people fleeing domestic violence at the shelter. Weekends are defined as anytime between Fridays 5:00 pm through Mondays at 9:00 am. After business hours are defined as anytime between 5:00 pm and 9:00 am during weekdays. All shelter discharges that may result in the Client continuing the homeless episode must be brought to the CAN for discussion and case conferencing for alternate solutions.
 - iii. The Contractor shall provide the following shelter options (complete all that apply):
 - (1) 100(#) beds for individuals per night
 - (2) 12 (#) beds for families per night
 - (3) 50 (#) units for individuals per night
 - (4) 6 (#) units for families per night
- b. The Contractor shall provide the following services to meet the needs of Clients, based on a needs assessment conducted by, and in accordance with, the housing plan developed by the Case Manager:
 - i. **Case management:** The contractor shall provide case management services to all Clients of the shelter who are unable to self-resolve their homelessness within 14 days. If the State Department of Housing requires the administration of an assessment tool, then the contractor will be required to adopt it. The case management services shall focus on Housing First and assisting the Client in getting all documents needed for housing them. In addition, the services shall include, as necessary, counseling, crisis intervention, assessment, goal planning, and referrals to additional support services including treatment or other services. Also, the Contractor may provide the use of guest telephones, job readiness training, education/employment assistance, income management, and daily living skills training.
 - ii. Frequency of case management will be dependent on the needs assessment and housing plan developed for each Client. A "harm reduction philosophy" will be implemented for Clients who have relapsed from substance abuse or continue to abuse substances, so that health care, support, and housing continue to be provided to such eligible Clients. Frequency of case management must coincide with the emergency shelter's in-house length of stay policy to ensure case management meetings occur frequently enough to obtain permanent housing.
 - iii. Client to case manager ratio shall not exceed 1:40
 - iv. Length of Stay: Shelters are to have a length of stay policy that is flexible. Shelters must work with Clients to obtain discharges to permanent housing or appropriate treatment programs (such

as substance abuse treatment) as quickly as possible. The City expects that individuals and families will not be discharged to homelessness (street or other shelter) other than in rare and infrequent occasions. Prior to a planned discharge to homelessness, shelters will inform the CAN of pending discharge and initiate Client case conference to ensure all service options are considered for optimal Client outcomes. When a Client's behavior is posing an imminent danger (threatening, physical assault, or creating an environment that creates risk to Clients or staff) the requirement to inform the CAN and initiate a Client case conference is not applicable; however, the CAN should be notified of such occurrences.

- v. The emergency shelter must make arrangements, including working with the CAN, to provide emergency shelter to any unsheltered individual who wants to come into the shelter.
- vi. Provision of basic toiletries: The Contractor shall provide Clients with clothing, shower, laundry facilities, and basic toiletries including but not limited to shampoo, soap, deodorant, toothbrush and toothpaste.
- vii. Transportation assistance: The Contractor shall provide Clients with transportation to appointments, if available, by using the shelter van, and/or bus tokens.
- viii. House meetings: The Contractor shall conduct house meetings on an "as needed" basis, determined by Contractor's staff and/or Clients in cooperation with staff, for the dissemination of information about services offered by the shelter, discussion of shelter house rules, and/or other issues affecting the operation of the shelter. The Contractor must document these house meetings and summarize any follow up needed.
- ix. Shelter Operations. The contractor may use DCR funding for shelter operations, including rent, repair, security, fuel, equipment, insurance, utilities, relocation and furnishings.
- c. The service shall be provided in the following geographic areas, with the Client capacities, number of Clients served, and hours of operation described below.

Shelter Name, Area	Individual	Unduplicated	Family	Unduplicated	Hours of
Served, including street	Capacity	Individual	Capacity	Family	Operation
address		Clients Served		Capacity	-
270 Foxon Boulevard,	100	-	12	-	24 hours, 7
New Haven, CT 06513					days a week

C. STANDARD PROGRAM COMPONENT REQUIREMENTS

All programs must adhere to the following

- 1. Housing First
 - a. <u>CT Department of Housing shelter qualifications:</u>
 - i. Admission/Client screening and selection practices do not require abstinence from substances, completion of or compliance with treatment, or participation in services.
 - ii. Applicants are not rejected on the basis of poor or lack of credit or income, poor or lack of rental history, minor criminal convictions, or other factors that might indicate a lack of "housing readiness."
 - iii. Blanket exclusionary criteria based on more serious criminal convictions are not applied, though programs may consider such convictions on a case by case basis as necessary to ensure the safety of other residents and staff.
 - iv. Only those admission criteria that are required by DCR as outlined in this contract are applied, though programs may also consider additional criteria on a case by case basis as necessary to ensure the safety of tenants and staff. Application of such additional criteria should be rare, and may include, for example, denial of an applicant who is a high risk registered sex offender by a project serving children, or denial of an applicant who has a history of domestic violence involving a current participant. Another example is an applicant who previously committed a violent offense against another person on the premises of the facility, is making credible threats of violence against another person at the facility, or is actually being violent on the premises.

b. <u>Community integration and recovery:</u>

- i. Housing is located in neighborhoods that are accessible to community resources and services such as schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks, and other recreation facilities.
- ii. Services are designed to help Clients build supportive relationships, engage in personally meaningful activities, and regain or develop new roles in their families and communities.
- iii. Services are recovery-based and designed to help Clients gain control of their own lives, define their personal values, preferences, and visions for the future, establish meaningful individual short and long-term goals, and build hope that the things they want out of life are attainable. Services are focused on helping Clients achieve the things that are important to them and goals are not driven by staff priorities or selected from a pre-determined menu of options.
- c. Clients are not terminated involuntarily from housing/shelter for refusal to participate in services.
- d. Efforts are made to maximize Client choice, including type, frequency, timing, location, and quantity of services.
- e. Staff accepts Client choices without judgment and provides services that are non-coercive to help people achieve their personal goals.
- f. Staff accepts that risk is part of the human experience and helps Clients to understand risks and reduce harm caused to themselves and others by risky behavior.
- g. Staff understands the clinical and legal limits to choice and intervenes as necessary when Client presents a danger to self or others.

i. Contractors provide meaningful opportunities for Client input and involvement when designing programs, planning activities and determining policies.

- 2. Income Determination: The Contractor shall determine and verify each Client's income at the time of intake, and on a 3 month basis. Income determination shall cover all members of the Client's household.
- 3. Housing Quality/Habitability Standards: Units must be decent, safe and sanitary. See 24 CFR 982.401
- 4. Lead Based Paint Requirements: HUD's lead-based paint rules apply to all housing assisted through rental assistance (tenant or project based), facility based, and through short-term rent, mortgage and utility assistance.
- 5. Transition Plan: The Contractor shall develop and present to the Department for its review and approval a transition plan for Clients supported through the Department funds that shall describe how the Contractor shall continue to provide services to or shall transition the Department funded Clients to alternate locations in the event that the Department funds are substantially reduced or are lost to the Contractor. The transition plan must be submitted to the Department no later than thirty (30) business days upon execution of the Contract. The Department shall review such plan and, if applicable, will approve the same. Thereafter, the Contractor shall review the approved plan on a quarterly basis. Any revisions to the plan must be presented to and approved by the Department.
- 6. The Contractor must ensure appropriate staff attend and participate in their CAN, including housing placement and matching meetings, Continuum of Care, Community Care Teams and all collaborative meetings around serving homeless populations in the CAN, as appropriate for the Contractor's regional catchment area. All contractors must accept all referrals for housing from the CAN, where appropriate.
- 7. No Client shall be discharged into homelessness, unless such Client poses and immediate health or safety risk to themselves or others, without a case conference with their respective CAN. Program staff must be able and willing to collaborate and case conference with all agencies in their respective CAN with the shared goal of ending homelessness.
- 8. Contractors will use statewide standardized assessments and program policies and procedures as developed in collaboration with Continuum of Care, CT Coalition to End Homelessness (CCEH) and the providers attending the Opening Doors committee meetings.
- 9. Homeless Management Information System Requirements (HMIS):
 - a. HMIS is to be used by all Department funded programs to collect required data relevant to the programs housing and supportive services.
 - b. Universal Data Elements Universal Data Elements are identified in the CCEH HMIS Data and Technical Standards, as required by HUD. HMIS Data and Technical Standards shall include but not be limited to standardized information on the characteristics, service patterns and service needs of homeless persons and families. The Contractor shall adhere to the Data and Technical Standards when entering data into their identified HMIS system.
 - c. The Contractor must utilize the HMIS, as required by HUD, for data entry and reporting purposes, and keep all data current with data quality and completeness at 95% or more.
 - d. The Contractor must identify the HMIS Data Coordinator. The HMIS Data Coordinator must attend at least 75% of scheduled HMIS Data Coordinator meetings convened by Nutmeg Consulting, LLC on behalf of the Connecticut Department of Housing.
 - e. HMIS Outcome: The Contractor shall maintain consistent data entry in the HMIS to comply with DCR approved parameters for data accuracy and completeness.
 - i. Measure 1: Data quality and data completeness in HMIS shall be at or above 95%.
 - ii. **Measure 2:** "Don't Know" or "Refused" responses cannot exceed **5%** of category response in the applicable data field.

- iii. Measure 3: "Unknown" responses cannot exceed 15% of discharges annually
- iv. Measure 4: Returns to homelessness shall be at or below 15% annually.
- f. The Contractor shall utilize HMIS and Universal Data Elements for data collection purposes, which shall allow the Contractor to efficiently provide Clients with access to services as well as capture unduplicated counts associated with homelessness.
- g. Enter, at a minimum, of the following demographic elements: Clients served, housing utilization, age breakout, race/ethnicity, family composition, education, major source of income, reasons for loss of housing, contributing factors to homelessness, veteran status, etc.
- h. Develop policies and procedures for the Contractor's staff, which articulate how the HMIS system should be used, for its data collection purposes, reporting requirements and method of random sampling to ensure system compliance.
- i. Ensure proper data collection through HMIS
- j. Attend required training, as appropriate.
- 10. Neighborhood and stakeholder management:
 - a. Manage a responsive and timely grievance process for community members, preferably with an outside committee to review grievances. Upon execution of this contract, the Contractor shall submit two point of contacts who will act as a community liaison, and will also be responsible for receiving feedback and complaints from neighbors and community members.
 - b. The Contractor operating the shelter will ensure they are a good neighbor by:
 - a. Hosting monthly meeting with Ross-Woodward School administration.
 - b. Working closely with host Alder and Alders in contiguous wards.
 - c. Hosting monthly check-ins with the NHPD District Manager.
 - d. Conducting canvasses and door knocking in the immediate neighborhood to engage neighbors.

D. CLIENT SELECTION

The Contractor shall serve Clients who fulfill the following HUD categories defining homelessness, except for youth transitional programs whose Client selection was listed above:

- 1. Client(s) who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a 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 and local government programs); or (iii) Is exiting an institution where (s)he has 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.
- 2. Client(s) who will imminently lose their primary nighttime residence provided that: (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 Client(s) lacks the resources or support networks needed to obtain other permanent housing.
- 3. Any Client(s) who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.

- 4. All programs that provide shelter or housing under this DCR contract must take all of its referrals through the CAN procedures. For permanent placements, all agencies must accept Clients from the CAN's matching meeting which are regularly scheduled meetings in which housing providers in the CAN fill vacancies in housing programs by matching the vacancy with an eligible client from the CAN's By Name List and include prioritization of resources for the proper target population.
 - a. Supporting documentation is listed in the HUD homeless Definition Recordkeeping Requirements. See <u>http://portal.hud.gov/hudportal/documents/huddoc?id=14-12cpdn.pdf.</u>

E. <u>CLIENT-BASED OUTCOMES AND MEASURES</u>

1. The Contractor shall implement the programs and services described herein to assure the following outcomes on behalf of Clients. Such outcomes shall be measured in the manner described herein and documented by the Contractor in its Client's records. The Department shall, at its option, monitor results achieved pursuant to these terms and conditions.

Outcome: Client obtains permanent housing and/or accesses support and/or treatment services. Support services include but are not limited to domestic violence abuse counseling, family counseling, educational and employment and financial counseling, child care, security deposit and rental assistance programs. Treatment services include, but are not limited to, residential and outpatient mental health and substance abuse treatment and medical treatment.

Measure 1 - No more than 15% of Clients are discharged to homelessness

Measure 2 - 100 % of Clients were provided with information on health, education, housing, budgeting, and/or other services, in order to enable them to make informed decisions. on meeting their needs.

Measure 3 - 100% of Clients have come in to the program through coordinated access.

Measure 4 - At least 40 % of Clients access permanent housing upon discharge.

Measure 5 - the monthly shelter utilization rate, as reported in the Monthly Shelter Utilization Report shall be at or above 80%. If the monthly shelter utilization rate falls under 80% for more than 3 months consistently during this Contract period, the Contractor will communicate with DCR to explain the reasons for the low utilization rate.

F. PROGRAMMATIC AND FINANCIAL REPORTING.

Drawdown Procedures. Programmatic and Financial reports are required as part of the quarterly drawdown procedures outlined herein.

- 1. Each drawdown packet begins with an invoice.
- 2. Next is the drawdown form which shows the approved budget, current expenditures, and balance. Note all line items must match the budget in your approved contract. Double check your columns to make sure they all add up.
- 3. There is a budget revision form for down the line if you need to shift funds from one existing line to another. Budget revisions must be submitted to and approved by Velma George vgeorge@newhavenct,gov before changes are submitted in your drawdown.
- 4. Program service report consists of current and cumulative narrative and data. Your narrative data should capture your program measures. Note your first drawdown current and cumulative data and narrative will be identical as it is the first quarter. Subsequent reports will build on the first quarter.

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- 5. The Direct Benefits Data forms (Current & Cumulative) should be on separate pages.
- 6. Personnel Service report data should be completed for each employee that is paid with these funds. Each employee must initial this form indicating that the information is accurate, and they have received said funds. It is not necessary to submit time sheets, this form captures the necessary information.
- 7. Finally submit complete packet to <u>NHinvoice@newhavenct.gov</u> and cc Velma George vgeorge@newhavenct.gov. This allows us to track it in the system.
- 8. First drawdown is due 30 days after close of quarter.

Other reporting requirements

- The Contractor further agrees to provide other reports concerning contracted services which the Department of Community Resilience may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the Department will notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification will minimally include the required data, format, and date of submission for the report.
- 2. Must submit an **HMIS Monthly Shelter Utilization Report**. This report is generated from data collected through HMIS. The report shall be due within fifteen (15) days following the end of each month.
- 5. The Contractor shall submit a federal Department of Housing and Urban Development COC Annual Progress Report. The parameter's for this report are set forth in HMIS and this report is generated from HMIS. The Contractor must submit this report covering the period of July 1 through June 30, no later than August 31 of each contract year.
- 6. The Contractor shall use reasonable efforts to ensure that Clients from all programs complete a Client Satisfaction Survey for each separate program component provided by the Contractor. A summary of these surveys will be presented to the Contractor's Board of Directors (or other governing body) and approved in the Board minutes. These minutes may be reviewed by DCR during its annual visit pursuant to Section G.f., below.
- 7. Annual Audit: No later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department a complete annual financial audit acceptable to the Department for all program funds, whether City awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. Contractor shall maintain all fiscal records and accounts for three years after the end of the Contract year, or until the City auditors complete an audit of the Department for such fiscal year, whichever is later. The City shall have access to such fiscal records and accounts during such period.
- 9. **Interest earned** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next financial report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.
- **G.** <u>**PROGRAM ADMINISTRATION AND QUALITY ASSURANCE</u> General Program Administration and Quality Assurance Provisions:**</u>
 - a. The Contractor's administrative office is located at 109 Legion Avenue, New Haven, CT 06512_.
 - b. The Contractor's Program Services location is 270 Foxon Boulevard, New Haven, CT 06513
 - c. The Contractor will convene a full meeting of its Board of Directors (or other governing body) in accordance with its bylaws (or other governing documents) during the Contract period.

- d. The Contractor agrees to participate in any evaluation program as constructed and/or endorsed by the City of New Haven .
- e. The Contractor agrees to comply with any and all applicable regulations adopted by the City of New Haven and the CT Department of Housing, and require that all subcontractors comply as well.
- f. The performance of the Contractor, and applicable subcontractors, shall be reviewed and evaluated by the Department of Community Resilience at least annually, ranging from an administrative desk audit to a full on-site programmatic audit with a Client focus group using a risk analysis to determine the level of evaluation.
- g. Contractor shall use reasonable efforts to ensure that Clients complete a Client satisfaction survey provided by the Contractor. A summary of these surveys will be presented to the Board of Directors (or other governing body) and approved in the Board minutes. These minutes may be reviewed by the Department of Community Resilience during its annual visit pursuant to Section H.f., above.
- h. The Contractor shall seek prior approval from the Department of Community Resilience before making any changes to any Program or Program components
- i. Personnel.
 - i The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the Department of Community Resilience as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department of Community Resilience, if requested, within 10 days of receipt of such request.
 - ii Notification of Changes in Key Personnel: Contractor shall immediately notify the Department of Community Resilience in writing whenever the Contractor intends to make or undergo changes in key personnel, i.e., Chief Executive Officer, Chief Financial Officer, program directors, program coordinators of City funded programs, and officers and members of the Contractor's Board of Directors. The Contractor shall also notify the Department of Community Resilience of changes in key program and service personnel of its Subcontractors as applicable to services funded under this Contract.
 - iii The Contractor agrees to comply with any and all applicable regulations adopted by the City and the CT Department of Housing or other Agencies pursuant to the services provided under this Contract and, as applicable, require that all pertinent subcontractors comply as well.
- j. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
 - i. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, Clients; and
 - ii. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

H. PAYMENT AND BUDGET PROVISIONS

1. Payment Provisions. The City agrees to pay for the services provided and as described under this Contract up to a maximum amount not to exceed 3,500,000 over two years and six months.

- 2. The maximum amount payable under this Contract shall be composed of \$1,500,000 state funding and \$2,000,000 ARPA funding.
- 3. **Payment Schedule.** Payment shall be released by the Department of Community Resilience on a quarterly basis, contingent upon full execution of the Contract; availability of funds; and submission and approval by the Department of Community Resilience of all applicable programmatic and fiscal reports.
- 4. When the Department of Community Resilience' review of the Contractor's financial reports or on-site examination of the Contractor's under-expenditures indicates that under expenditure or underutilization of Contract funds are likely to occur by the end of each City fiscal year, the Department of Community Resilience may alter the payment schedule for the balance of the fiscal year upon thirty days' written notification to the Contractor.

I. FEDERAL AND CITY REQUIREMENTS.

1. Federal Requirements

- a. The Contractor's UEI number is XELLVRZ1PZP7
- b. The Contractor shall provide assurances that it is following the HHS poverty guidelines for the applicable fiscal year.
- c. The Contractor and all subcontractors shall maintain any necessary data and documentation required for the auditing of any of the grant funds.
- j. Federal Office of Management and Budget Requirements.
 - i. This Contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.
 - ii. Federal funding shall be released by DCR contingent upon receipt of federal monies by DCR in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).
- k. Unless otherwise notified by DCR, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed."
- 1. Federal Funding Accountability and Transparency Act (FFATA):
 - i. The Contractor shall register with the Federal System for Award Management (SAM) at <u>https://www.sam.gov</u> to assist DCR with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
 - ii. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by DCR that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by DCR.
- m. Trafficking Victims Protection Act of 2000.

- i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104); and is now located at 2 CFR Part 175, DCR shall terminate this Contract immediately and report such termination to the federal Health Resources and Services Administration if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors:
 - (a) Engage in severe forms of trafficking in persons (as such term is defined in the above-referenced act) during the period of time that the award is in effect;
 - (b) Procure a commercial sex act (as such term is defined in the above-referenced act) during the period of time that the award is in effect; or
 - (c) Use forced labor in the performance of the services under this Contract.
- i. Guidance on this act is available at <u>http://www.hrsa.gov/grants/trafficking.htm</u>

2. City Requirements

a. Single Audit

If the aggregate amount of all federal awards expended by the Subrecipient is equal to or exceeds Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00), a single audit, as defined by OMB 2 CFR Part 200 et seq., is an allowable program cost. For the purposes of conducting a single audit in accordance with this Section 503, insofar as the maximum compensation under Section <u>301</u>, or under any other Agreement with the City of New Haven, is One Hundred Thousand Dollars (\$100,000.00) or more the award will be considered a "Major Program" as defined by 2 CFR Part 200 et seq. for purposes of satisfying the audit scope and requirements thereof.

J. SUBCONTRACTED SERVICES

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting	Address	Description	Performance	Payment Terms /
Organization		of Services	Period	Total Value
N.A.	N.A.	N.A.	N.A.	N.A.

- 2. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this Contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from DCR before finalizing any subcontract arrangement.
- 3. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to DCR that the proposed subcontract contains the terms specified in subsection 3 below.
- 4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:

- a. Client-Related Safeguards (Section B);
- b. Contractor Obligations (Section C) specifically: Federal Funds, Audit Requirements, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contactor, Indemnification [of the State], Insurance, Compliance with Law and Policy, Facilities Standards and Licensing, Representations and Warranties, Record Keeping and Access, Protection of Personal Data, Litigation, and Sovereign Immunity;
- c. Changes to the Contract, Termination, Cancellation and Expiration (Section D) specifically: Contractor Changes and Assignment; and
- d. Statutory and Regulatory Compliance (Section E).
- 5. The Contractor agrees to be responsible to DCR for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall bear full responsibility, without recourse to DCR, for the subcontractor's performance.
- 6. The Contractor shall retain DCR's written approval and each subcontract.
- 7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by DCR unless DCR, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by DCR Head or such other DCR employee appointed by DCR Head pursuant to C.G.S. § 4-8. DCR, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the Contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the Contract to promptly pay the subcontractor for services rendered.