



## PHA Profile: Housing Authority of the County of Salt Lake Housing Development: Grace Mary Manor

### Basic PHA Stats

Location: Salt Lake County Utah  
Housing Choice Vouchers: 2,209  
Public Housing Apartments: 619



### Description of the Housing Development

Grace Mary Manor, constructed in 2008, is an 84 unit permanent supportive housing community for chronically homeless individuals. The property was designed to engage residents with each other and with staff throughout the building. Units are all studio apartments (each unit includes a kitchen and bathroom) and are divided equally among the three floors. Community spaces including computer, laundry, game room, exercise room, and supportive service offices are dispersed throughout the building. The property management offices, community meeting room, and mailboxes are on the first floor. In addition, there are a number of outdoor amenities on the property including gazebo, BBQ's, community garden, basketball court, and volleyball court.

Eighty of the eighty-four units at Grace Mary Manor are rent subsidized, with 30 units subsidized through project based rental assistance funded through the Shelter Plus Care Program and 50 units subsidized through Project -based Section 8 vouchers.

Four full-time on-site staff, including three case managers and one service coordinator, delivery services at Grace Mary Manor. Staff is responsible for providing individual case management with residents as well as coordinating additional needed services/resources, both on-site and off-site.

Project Details	
Total Number of Units	84
Total Development Cost	\$9 million
Number of Units dedicated to homeless or special-needs populations	84
Homeless or special-needs populations served	84 chronically homeless individuals
Developer	Housing Authority of the County of Salt Lake
Owner (managing member)	Housing Authority of the County of Salt Lake
Property Manager	Housing Authority of the County of Salt Lake
Service Provider(s)	On-site service providers include: Housing Authority of the County of Salt Lake, The Road Home, Volunteers of America – Utah, Valley Mental Health, and the Department of Workforce Services.

## Capital Sources

Capital Source	Yes/No
Low Income Housing Tax Credits	Yes
Federal (HOME, CDBG, SHP, other)	Yes
State Sources	Yes
Local Sources	Yes

## Operating Sources

Operating Sources	Yes/No
Project-based Section 8	Yes
HUD McKinney-Vento Operating	Yes, (Shelter Plus Care subsidies)
State Sources	No
Local Sources	No

## Service Sources

Service Sources Used	Yes/No
Project-based Section 8 cashflow	No
Medicaid	Yes
State Sources	Yes
Local Sources	Yes

## Partners

Partner Name	Type of Organization/ Roll in Program
Volunteers of America - Utah	Service provider
Valley Mental Health	Service provider
The Road Home	Service provider
Department of Workforce Services	Governmental agency/service provider

## Words of Wisdom from Housing Authority of the County of Salt Lake

“Prior to living in Grace Mary Manor residents were chronically homeless on the streets and in shelters for an average period of eight years. Outcomes reported in 2011 for Grace Mary Manor are positive:

- 89% of residents have maintained housing or made a positive transition to appropriate alternative housing
- 18% of residents were employed at some point during the year
- 77% of residents had medical benefits during the year
- The average increase in income per resident was \$195.”

## Contact Person for PHAs interested in implementing a similar program:

Name	Title	Phone	Email
Janice Kimball	Director of Housing and Services	801-284-4423	jjkimball@hacsl.org

### **Housing Authority of Salt Lake County Supportive Housing 2011 Resident Demographics**

	<b>Grace Mary Manor</b>	<b>Kelly Benson Apartments</b>
<b>Average age of residents</b>	50 years old	61 years old
<b>Gender breakdown of residents</b>	75% male and 25% female	63% male and 37% female
<b>Veteran status of residents</b>	16% are veterans	14% are veterans
<b>Physical Health Issues</b>	71% of residents have chronic health problems	94% of residents have chronic health problems
<b>Mental Health Issues</b>	90% have serious and persistent mental illness	89% have serious and persistent mental illness
<b>Substance Use</b>	75% have substance abuse issues	31% have substance abuse issues
<b>Average number of years homeless, prior to entry</b>	8 years	4.25 years
<b>Average number of shelter nights, prior to entry</b>	328 nights	236 nights

### **2011 Resident Outcomes**

	<b>Grace Mary Manor*</b>	<b>Kelly Benson Apartments**</b>
<b>Housing Stability</b>	89% maintained housing at GMM or had a positive transition to appropriate permanent housing	95% maintained housing at KBA or had a positive transition to appropriate permanent housing
<b>Percent of residents with access to health benefits</b>	77% had medical benefits at the end of 2011 or at exit	72% had medical benefits at the end of 2011 or at exit
<b>Percent of residents employed</b>	18% of residents were employed at some point during the year	20% of residents were employed at some point during the year
<b>Average increase in monthly income per resident, from entry to end of 2011 or exit</b>	Since entry, the average increase in income per resident is \$195 per month	Since entry, the average increase in income per resident is \$212 per month
<b>Per client annual cost</b>	The total operating cost for 2011 was \$748,412 (services and property management). A total of 103 individuals were housed during the year for a per client annual cost of <b><u>\$7,266.14.</u></b>	The total operating cost for 2011 was \$561,611 (services and property management). A total of 84 individuals were housed during the year for per client annual cost of <b><u>\$6,685.84.</u></b>

\* 4 residents passed away during the year, they are not included in the percentage

\*\* 2 residents passed away during the year, they are not included in the percentage

**Cooperative Agreement**  
**The Housing Authority of the County of Salt Lake and The Road Home**  
**Grace Mary Manor Permanent Supportive Housing**

**THIS AGREEMENT** is entered into as of the 20 day of October, 2010 by and between the Housing Authority of the County of Salt Lake, hereinafter "HACSL," and The Road Home Homeless Shelter, hereinafter, "The Provider".

**WHEREAS**, HACSL provides, or will provide, property management services for housing units located at Grace Mary Manor, 57 West Gregson Avenue, Salt Lake City, Utah 84115, hereinafter the "Property," for the purpose of serving chronically homeless individuals. As part of those property management services, HACSL may require that its tenants or prospective tenants participate in personal responsibility and self-sufficiency programs.

**WHEREAS**, the Provider operates a shelter for people experiencing homelessness and other facilities, and works to provide permanent housing solutions and, in connection therewith, provides a variety of case management services for its clients.

**WHEREAS**, HACSL has requested that the Provider establish and manage the personal responsibility and self-sufficiency programs required of tenants as a condition of occupancy at the Property, and the Provider is willing to provide such case management services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

1. **Term of Agreement:** The term of this Agreement shall be for the period beginning 11/1/10 and ending June 30, 2012.

2. **HACSL Responsibilities**

As between HACSL and the Provider, HACSL will provide all property management and property maintenance duties relative to the Property. Without limiting the generality of the foregoing, HACSL covenants and agrees to the following duties and responsibilities:

- A. As manager of Grace Mary Manor, HACSL will maintain the Property in a manner consistent with HACSL standards and city codes. This includes, providing interior and exterior maintenance for the building.
- B. Participate in the screening of individuals in accordance with the Property's Screening and Occupancy Policy.
- C. Execute and implement lease agreements with tenants.
- D. Collect rents and security deposits as determined by HACSL.

- E. Address lease violations and evictions.
- F. Conduct unit inspections (move-in, move-out, annual and special inspections as needed).
- G. Maintain and/or replace equipment related to the property, as needed.
- H. Pay promptly when billed for case management reimbursement.
- I. Conduct program file audits and review other documentation to ensure compliance with the case management component of the program.
- J. Notify the Provider of upcoming vacancies on a weekly basis.
- K. Administer grants, Tax Credit compliance and Section 8 Project Based Vouchers.

### 3. The Provider Responsibilities

The Provider agrees to provide certain case management services to individuals assigned by HACSL in connection with its management of the Property. The Provider covenants and agrees to the following duties and responsibilities:

- A. Provide responsible case management to assigned individuals, including:
  - Development of individual service plans that identify strengths, preferences and needs. Create tenant driven goals, identifying activities and services that are to be provided to help the tenant become more self-sufficient. The service plan format must include tenant name, case manager name, occupancy date, plan dates, measurable goals with methodologies to achieve each goal, target completion dates for each goal, statement that housing is contingent upon tenant participation in case management services, and signature of the tenant and case manager.
  - Complete the Self-Sufficiency Matrix upon tenant move in and as part of the quarterly review.
  - At least weekly, conduct home visits with the tenant in the tenant's apartment. The frequency of tenant visits may be reasonably adjusted by the Provider on a case by case basis.
  - Provide quarterly progress notes that review current status on goals and include a summary of tenant status on the Self-Sufficiency Matrix.
  - Provide a discharge summary prior to tenant moving from the Property that includes a report on achieved goals, a copy of a completed Self-sufficiency matrix and identifies new living

arrangements. In instances where the tenant is obtaining a Tenant Based Voucher due to successful completion of at least one year at the Property, additional documentation will need to be submitted.

- B. Report to the Property management any activities which could lead to eviction such as unwanted behavior in apartments or common areas, poor housekeeping, unauthorized pets, failure to report income changes, apartment damage and unauthorized guests.
- C. The Provider will provide one (1) full time equivalent, bachelor degree level case manager (same person) to be involved in tenant related activities at least 35 hours per week. The work schedule of the case manager will be flexible in order to meet the needs of the tenants. The Provider will provide coverage for any case manager absence (i.e. vacation and sick time off).
- D. The Provider will bill HACSL on a monthly basis for case management services provided at Grace Mary Manor.
- E. Contact HACSL immediately when a tenant vacates the unit to request an exit inspection and initiate unit turnover.
- F. Coordinate with HACSL to manage tenant related emergencies, including emergency on-site support when necessary.

#### **4. Joint Responsibilities:**

The Provider and HACSL covenant and agree to the following described joint responsibilities and provisions related to the overall funding and management of case management services at the Property:

- A. Annual budget preparation specific to case management shall be the joint responsibility of both parties. The Provider and HACSL will apply for State and other funds to provide case management at the Property. In the event current funds are not available, it becomes the responsibility of the Provider to secure necessary funds from other grant or third party funding sources to continue to provide case management to tenants at the Property. Additionally, and notwithstanding anything to the contrary in this Agreement, the number of case managers, scope of services and coverage levels will be dependent upon funding availability to pay for the Provider's case management services.
- B. Necessary case management program reports shall be the joint responsibility of both parties.

C. Caseload selection will be a cooperative effort between HACSL and the Provider in determine the manner and method of providing case management services and make all staffing decisions relative to case management services. However, HACSL shall have the right to require the Provider to remove or reassign individual case managers for reasonable cause. In the event an agreement can't be reached HACSL will make the final decision.

D. Weekly reviews with case managers and HACSL management will occur to review individual case management updates (move-ins, move-outs, stability of tenants, crises, hospitalizations, etc), housing retention strategies, lease and/or building rule violations, significant behavioral issues, coordination of upcoming events, meetings, trainings, etc.

E. Quarterly meetings will be held with the Provider management staff and HACSL management staff.

**5. Limitations on Provider Services.** Notwithstanding anything to the contrary in this Agreement:

A. The Provider owns and operates, among other services, a federally-assisted shelter for the homeless and is therefore subject to the Public Health Service Act codified at 42 U.S.C. 290ee-3 and 290dd-3. Among other things, the referenced federal statute provides that "records of the identity, diagnosis, prognosis or treatment of any patient which are maintained in connection with performance of any drug abuse prevention function . . . shall . . . be confidential and be disclosed only for the purposes and under the circumstances expressly authorized. Accordingly, nothing contained herein shall be construed to require the Provider to disclose or divulge any "patient identifying information", "patient records" or other restricted information pursuant to its case management services hereunder; and

B. The Provider's performance of its duties and responsibilities under the Agreement shall be, and hereby is, expressly conditioned upon and subject to ongoing federal, state, local, charitable or other third party funding of the specific case management services at the Property.

**6. Amendment to Agreement:** Renegotiation and/or amendments to this contract may be initiated by either party at any time during the term of the contract; however, any amendments must be in writing and signed by both parties.

**7. Termination of Agreement:** This contract can be terminated by either party after a 30 day written notice to the non-terminating party. In the event of

termination, all monies owed either party for services rendered up to and including the termination date will remain due and payable.

8. **Indemnification:** The Provider agrees and covenants and to defend, hold harmless and indemnify HACSL from and against any and all claims, losses, damage, injury, expenses and attorney's fees proximately caused by any negligent conduct or omissions, intentional wrongful behavior, or breach of this Agreement, of or by the Provider, its officers, employees, agents or representatives. HACSL agrees and covenants to defend, hold harmless and indemnify the Provider from and against all claims, losses, damage, injury, expenses and attorney's fees proximately caused by any negligent conduct or omissions, intentional wrongful behavior, or breach of this Agreement of or by HACSL, its officers, employees, agents or representatives.
9. **Notices:** A notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage, prepaid, certified, return receipt requested and addressed to such party as follows:
- A. In the case of a notice or communication to HACSL, Attention: Kerry Bate, Executive Director, Housing Authority of the County of Salt Lake, 3595 S. Main Street, Salt Lake City, UT 84115, or such other address as HACSL shall give the Provider in writing.
  - B. In the case of a notice or communication to the Provider, Attention: Matthew Minkevitch, The Road Home, 210 South Rio Grande Street, Salt Lake City, Utah 84101, or such other address as the Provider shall give to HACSL in writing.
10. **Default:** In the event of any default in or breach of this Agreement or any of its terms and conditions by any party, such party shall, upon written notice from the other party or parties, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) days after receipt of such notice, or if a cure or beach requires more than thirty (30) days, within a reasonable time not to exceed ninety (90) days provided the cure or remedy is commenced within thirty (30) days of the notice and is diligently pursued and completed. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the applicable time set forth above, the aggrieved party may institute such proceedings as may be necessary, at its option, to cure or remedy such default or breach, including, but not limited to, legal action and proceeding to compel specific performance by the party in default or breach of its obligations.

11. **Miscellaneous Provisions:**



- A. The Provider, in all matters relating to this Agreement, shall be acting as an independent contractor. Nothing contained in this Agreement shall create or establish, or be construed or interpreted to create or establish, any form of partnership or joint venture between the Provider and HACSL. Provider shall have no duties, responsibilities or liabilities related to the management or maintenance of the Property, the landlord-tenant relationships between HACSL and tenants of the Property, the collection of rent, or related matters, and HACSL shall indemnify, defend and hold the Provider harmless from and against claims, demands, causes of action, damages or liabilities arising from or related to such matters.
- B. No employees, agents or representatives of either party shall be deemed to be or treated as employees of the other party. Each party shall pay all wages and other remuneration of its employees and otherwise comply with any federal, state or local laws, rules or regulations relating to employment, including but not limited to income tax withholding, workers' compensation, social security, unemployment insurance or other similar laws, rules or regulations governing the relationship of employers and employees.
- C. No third party shall have any rights or remedies, whether as an actual or intended beneficiary or otherwise, under this agreement.
- D. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all other agreements and understandings, whether oral or written, and may not be changed, modified, altered or terminated except by an agreement in writing executed by the parties hereto and dated subsequent to the date hereof.

IN WITNESS WHEREOF, HACSL and the Provider have respectively signed and entered into this Agreement and as of the day and year first written above.

Housing Authority of the County of Salt Lake

By: *Sandra Hatet*  
Chairperson

By: *Gregory Bat*  
President  
director

The Road Home Homeless Shelter

By: *Matthew Minkevitch*  
Matthew Minkevitch  
Executive Director

**Cooperative Agreement**  
**The Housing Authority of the County of Salt Lake and Valley Mental Health**  
**Grace Mary Manor Permanent Supportive Housing**

**THIS AGREEMENT** is entered into as of the July 2010 day of ~~October~~ 2007 by and between the Housing Authority of the County of Salt Lake, hereinafter "HACSL," and Valley Mental Health, hereinafter, "The Provider".

**WHEREAS**, HACSL provides, or will provide, property management services for housing units located at Grace Mary Manor, 57 West Gregson Avenue, Salt Lake City, Utah 84115, hereinafter the "Property," for the purpose of serving chronically homeless individuals. As part of those property management services, HACSL may require that its tenants or prospective tenants participate in personal responsibility and self-sufficiency programs.

**WHEREAS**, the Provider provides mental health services to low-income and homeless mentally ill persons and, in connection therewith, provides a variety of case management services for its clients.

**WHEREAS**, HACSL has requested that the Provider establish and manage the personal responsibility and self-sufficiency programs required of tenants as a condition of occupancy at the Property, and the Provider is willing to provide such case management services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

1. **Term of Agreement:** The term of this Agreement shall be for the period beginning 7/1/10 and ending 6/30/12.
2. **HACSL Responsibilities**

As between HACSL and the Provider, HACSL will provide all property management and property maintenance duties relative to the Property. Without limiting the generality of the foregoing, HACSL covenants and agrees to the following duties and responsibilities:

- A. As manager of Grace Mary Manor, HACSL will maintain the Property in a manner consistent with HACSL standards and city codes. This includes, providing interior and exterior maintenance for the building.
- B. Participate in the screening of individuals in accordance with the Property's Screening and Occupancy Policy.
- C. Execute and implement lease agreements with tenants.
- D. Collect rents and security deposits as determined by HACSL.

- E. Address lease violations and evictions.
- F. Conduct unit inspections (move-in, move-out, annual and special inspections as needed).
- G. Maintain and/or replace equipment related to the property, as needed.
- H. Pay promptly when billed for case management reimbursement.
- I. Conduct program file audits and review other documentation to ensure compliance with the case management component of the program.
- J. Notify the Provider of upcoming vacancies on a weekly basis.
- K. Administer grants, Tax Credit compliance and Section 8 Project Based Vouchers.

### 3. The Provider Responsibilities

The Provider agrees to provide certain case management services to individuals assigned by HACSL in connection with its management of the Property. The Provider covenants and agrees to the following duties and responsibilities:

- A. Provide responsible case management to assigned individuals, including:
  - Development of individual service plans for 15 Medicaid-eligible clients per month that identify strengths, preferences and needs. Create tenant driven goals, identifying activities and services that are to be provided to help the tenant become more self-sufficient. The service plan format must include tenant name, case manager name, occupancy date, plan dates, measurable goals with methodologies to achieve each goal, target completion dates for each goal, statement that housing is contingent upon tenant participation in case management services, and signature of the tenant and case manager.
  - Complete the Self-Sufficiency Matrix upon tenant move in and as part of the quarterly review.
  - At least weekly, conduct home visits with the tenant in the tenant's apartment. The frequency of tenant visits may be reasonably adjusted by the Provider on a case by case basis.
  - Provide quarterly progress notes that review current status on goals and include a summary of tenant status on the Self-Sufficiency Matrix.
  - Provide a discharge summary prior to tenant moving from the Property that includes a report on achieved goals, a copy of a completed Self-sufficiency matrix and identifies new living arrangements. In instances where the tenant is obtaining a Tenant Based Voucher due to successful completion of at least

one year at the Property, additional documentation will need to be submitted.

- Track cost of in-kind services on a quarterly basis and provide this information to the Services Coordinator.
  - Provide all necessary documentation for Shelter Plus Care residents.
- B. Report to the Property management any activities which could lead to eviction such as unwanted behavior in apartments or common areas, poor housekeeping, unauthorized pets, failure to report income changes, apartment damage and unauthorized guests.
- C. The Provider will provide one (1) full time equivalent, bachelor degree level case manager (same person) to be involved in tenant related activities at least 35 hours per week. The work schedule of the case manager will be flexible in order to meet the needs of the tenants. The Provider will provide coverage for any case manager absence (i.e. vacation and sick time off).
- D. The Provider will bill HACSL on a bi-weekly basis for case management services provided at Grace Mary Manor.
- E. Contact HACSL immediately when a tenant vacates the unit to request an exit inspection and initiate unit turnover.
- F. Coordinate with HACSL to manage tenant related emergencies, including emergency on-site support when necessary.

#### 4. Joint Responsibilities:

The Provider and HACSL covenant and agree to the following described joint responsibilities and provisions related to the overall funding and management of case management services at the Property:

- A. Annual budget preparation specific to case management shall be the joint responsibility of both parties. The Provider and HACSL will apply for State and other funds to provide case management at the Property. In the event current funds are not available, it becomes the responsibility of the Provider to secure necessary funds from other grant or third party funding sources to continue to provide case management to tenants at the Property. Additionally, and notwithstanding anything to the contrary in this Agreement, the number of case managers, scope of services and coverage levels will be dependent upon funding availability to pay for the Provider's case management services.
- B. Necessary case management program reports shall be the joint responsibility of both parties.

C. Caseload selection will be a cooperative effort between HACSL and the Provider in determine the manner and method of providing case management services and make all staffing decisions relative to case management services. However, HACSL shall have the right to require the Provider to remove or reassign individual case managers for reasonable cause. In the event an agreement can't be reached HACSL will make the final decision.

D. Weekly reviews with case managers and HACSL management will occur to review individual case management updates (move-ins, move-outs, stability of tenants, crises, hospitalizations, etc), housing retention strategies, lease and/or building rule violations, significant behavioral issues, coordination of upcoming events, meetings, trainings, etc.

E. Quarterly meetings will be held with the Provider management staff and HACSL management staff.

**5. Limitations on Provider Services.** Notwithstanding anything to the contrary in this Agreement:

A. The Provider owns and operates, among other services, a federally-assisted mental health program for low-income and mentally ill homeless persons and is therefore subject to the Public Health Service Act codified at 42 U.S.C. 290ee-3 and 290dd-3. Among other things, the referenced federal statute provides that "records of the identity, diagnosis, prognosis or treatment of any patient which are maintained in connection with performance of any drug abuse prevention function . . . shall . . . be confidential and be disclosed only for the purposes and under the circumstances expressly authorized. Accordingly, nothing contained herein shall be construed to require the Provider to disclose or divulge any "patient identifying information", "patient records" or other restricted information pursuant to its case management services hereunder; and

B. The Provider's performance of its duties and responsibilities under the Agreement shall be, and hereby is, expressly conditioned upon and subject to ongoing federal, state, local, charitable or other third party funding of the specific case management services at the Property.

**6. Amendment to Agreement:** Renegotiation and/or amendments to this contract may be initiated by either party at any time during the term of the contract; however, any amendments must be in writing and signed by both parties.

**7. Termination of Agreement:** This contract can be terminated by either party after a 30 day written notice to the non-terminating party. In the event of

termination, all monies owed either party for services rendered up to and including the termination date will remain due and payable.


8. **Indemnification:** The Provider agrees and covenants and to defend, hold harmless and indemnify HACSL from and against any and all claims, losses, damage, injury, expenses and attorney's fees proximately caused by any negligent conduct or omissions, intentional wrongful behavior, or breach of this Agreement, of or by the Provider, its officers, employees, agents or representatives. HACSL agrees and covenants to defend, hold harmless and indemnify the Provider from and against all claims, losses, damage, injury, expenses and attorney's fees proximately caused by any negligent conduct or omissions, intentional wrongful behavior, or breach of this Agreement of or by HACSL, its officers, employees, agents or representatives.
9. **Notices:** A notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage, prepaid, certified, return receipt requested and addressed to such party as follows:
- A. In the case of a notice or communication to HACSL, Attention: Executive Director and Director of Homeless Programs, Housing Authority of Salt Lake City, 1776 South West Temple, Salt Lake City, UT 84115, with a copy to Randy Feil, Attorney for the Authority, 3748 Bountiful Blvd, Bountiful, UT 84010 or such other address as HAME shall give the Provider in writing. *our address*
  - B. In the case of a notice or communication to the Provider, Attention: Debra Lynn S. Falvo, Valley Mental Health, 5965 South 900 East, Suite 420, Salt Lake City, Utah 84121, or such other address as the Provider shall give to HAME in writing.
10. **Default:** In the event of any default in or breach of this Agreement or any of its terms and conditions by any party, such party shall, upon written notice from the other party or parties, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) days after receipt of such notice, or if a cure or beach requires more than thirty (30) days, within a reasonable time not to exceed ninety (90) days provided the cure or remedy is commenced within thirty (30) days of the notice and is diligently pursued and completed. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the applicable time set forth above, the aggrieved party may institute such proceedings as may be necessary, at its option, to cure or remedy such default or breach, including, but not limited to, legal action and proceeding to compel specific performance by the party in default or breach of its obligations.

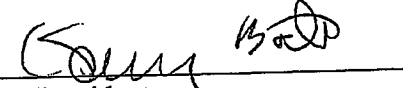
11. **Miscellaneous Provisions:**

- A. The Provider, in all matters relating to this Agreement, shall be acting as an independent contractor. Nothing contained in this Agreement shall create or establish, or be construed or interpreted to create or establish, any form of partnership or joint venture between the Provider and HACSL. Provider shall have no duties, responsibilities or liabilities related to the management or maintenance of the Property, the landlord-tenant relationships between HACSL and tenants of the Property, the collection of rent, or related matters, and HACSL shall indemnify, defend and hold the Provider harmless from and against claims, demands, causes of action, damages or liabilities arising from or related to such matters.
- B. No employees, agents or representatives of either party shall be deemed to be or treated as employees of the other party. Each party shall pay all wages and other remuneration of its employees and otherwise comply with any federal, state or local laws, rules or regulations relating to employment, including but not limited to income tax withholding, workers' compensation, social security, unemployment insurance or other similar laws, rules or regulations governing the relationship of employers and employees.
- C. No third party shall have any rights or remedies, whether as an actual or intended beneficiary or otherwise, under this agreement.
- D. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all other agreements and understandings, whether oral or written, and may not be changed, modified, altered or terminated except by an agreement in writing executed by the parties hereto and dated subsequent to the date hereof.

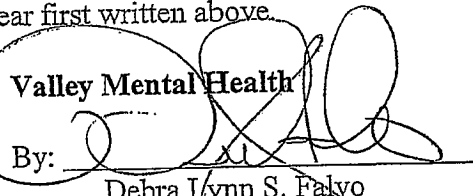
IN WITNESS WHEREOF, HACSL and the Provider have respectively signed and entered into this Agreement and as of the day and year first written above.

Housing Authority of the County of Salt Lake

By:   
Chairperson

By:   
President

Valley Mental Health

By:   
Debra Lynn S. Falvo  
President/Executive Director

**Cooperative Agreement**  
**The Housing Authority of the County of Salt Lake and Volunteers of America**  
**Grace Mary Manor Permanent Supportive Housing**

THIS AGREEMENT is entered into as of the 15<sup>th</sup> day of October, 2010 by and between the Housing Authority of the County of Salt Lake, hereinafter "HACSL," and Volunteers of America of Utah, Inc., hereinafter, "The Provider".

WHEREAS, HACSL provides, or will provide, property management services for housing units located at Grace Mary Manor, 57 West Gregson Avenue, Salt Lake City, Utah 84115, hereinafter the "Property," for the purpose of serving chronically homeless individuals. As part of those property management services, HACSL may require that its tenants or prospective tenants participate in personal responsibility and self-sufficiency programs.

WHEREAS, the Provider operates certain alcohol and drug abuse treatment facilities and other facilities and, in connection therewith, provides a variety of case management services for its clients.

WHEREAS, HACSL has requested that the Provider establish and manage the personal responsibility and self-sufficiency programs required of tenants as a condition of occupancy at the Property, and the Provider is willing to provide such case management services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

1. **Term of Agreement:** The term of this Agreement shall be for the period beginning October 15/10 and ending June 2012.
2. **HACSL Responsibilities**

As between HACSL and the Provider, HACSL will provide all property management and property maintenance duties relative to the Property. Without limiting the generality of the foregoing, HACSL covenants and agrees to the following duties and responsibilities:

- A. As manager of Grace Mary Manor, HACSL will maintain the Property in a manner consistent with HACSL standards and city codes. This includes, providing interior and exterior maintenance for the building.
- B. Participate in the screening of individuals in accordance with the Property's Screening and Occupancy Policy.
- C. Execute and implement lease agreements with tenants.
- D. Collect rents and security deposits as determined by HACSL.



- E. Address lease violations and evictions.
- F. Conduct unit inspections (move-in, move-out, annual and special inspections as needed).
- G. Maintain and/or replace equipment related to the property, as needed.
- H. Pay promptly when billed for case management reimbursement.
- I. Conduct program file audits and review other documentation to ensure compliance with the case management component of the program.
- J. Notify the Provider of upcoming vacancies on a weekly basis.
- K. Administer grants, Tax Credit compliance and Section 8 Project Based Vouchers.

### 3. The Provider Responsibilities

The Provider agrees to provide certain case management services to individuals assigned by HACSL in connection with its management of the Property. The Provider covenants and agrees to the following duties and responsibilities:

- A. Provide responsible case management to assigned individuals, including:
  - Development of individual service plans that identify strengths, preferences and needs. Create tenant driven goals, identifying activities and services that are to be provided to help the tenant become more self-sufficient. The service plan format must include tenant name, case manager name, occupancy date, plan dates, measurable goals with methodologies to achieve each goal, target completion dates for each goal, statement that housing is contingent upon tenant participation in case management services, and signature of the tenant and case manager.
  - Complete the Self-Sufficiency Matrix upon tenant move in and as part of the quarterly review.
  - At least weekly, conduct home visits with the tenant in the tenant's apartment. The frequency of tenant visits may be reasonably adjusted by the Provider on a case by case basis.
  - Provide quarterly progress notes that review current status on goals and include a summary of tenant status on the Self-Sufficiency Matrix.
  - Provide a discharge summary prior to tenant moving from the Property that includes a report on achieved goals, a copy of a completed Self-sufficiency matrix and identifies new living

arrangements. In instances where the tenant is obtaining a Tenant Based Voucher due to successful completion of at least one year at the Property, additional documentation will need to be submitted.

- B. Report to the Property management any activities which could lead to eviction such as unwanted behavior in apartments or common areas, poor housekeeping, unauthorized pets, failure to report income changes, apartment damage and unauthorized guests.
- C. The Provider will provide one (1) full time equivalent, bachelor degree level case manager (same person) to be involved in tenant related activities at least 35 hours per week. The work schedule of the case manager will be flexible in order to meet the needs of the tenants. The Provider will provide coverage for any case manager absence (i.e. vacation and sick time off).
- D. The Provider will bill HACSL on a bi-weekly basis for case management services provided at Grace Mary Manor.
- E. Contact HACSL immediately when a tenant vacates the unit to request an exit inspection and initiate unit turnover.
- F. Coordinate with HACSL to manage tenant related emergencies, including emergency on-site support when necessary.
- G. The Provider will provide substance abuse detoxification services and/or Substance Abuse Day Treatment to clients as needed by program participants.

#### 4. Joint Responsibilities:

The Provider and HACSL covenant and agree to the following described joint responsibilities and provisions related to the overall funding and management of case management services at the Property:

- A. Annual budget preparation specific to case management shall be the joint responsibility of both parties. The Provider and HACSL will apply for State and other funds to provide case management at the Property. In the event current funds are not available, it becomes the responsibility of the Provider to secure necessary funds from other grant or third party funding sources to continue to provide case management to tenants at the Property. Additionally, and notwithstanding anything to the contrary in this Agreement, the number of case managers, scope of services and coverage levels will

be dependent upon funding availability to pay for the Provider's case management services.

- B. Necessary case management program reports shall be the joint responsibility of both parties.
- C. Caseload selection will be a cooperative effort between HACSL and the Provider in determine the manner and method of providing case management services and make all staffing decisions relative to case management services. However, HACSL shall have the right to require the Provider to remove or reassign individual case managers for reasonable cause. In the event an agreement can't be reached HACSL will make the final decision.
- D. Weekly reviews with case managers and HACSL management will occur to review individual case management updates (move-ins, move-outs, stability of tenants, crises, hospitalizations, etc), housing retention strategies, lease and/or building rule violations, significant behavioral issues, coordination of upcoming events, meetings, trainings, etc.
- E. Quarterly meetings will be held with the Provider management staff and HACSL management staff.

**5. Limitations on Provider Services.** Notwithstanding anything to the contrary in this Agreement:

- A. The Provider owns and operates, among other services, a federally-assisted drug abuse program and is therefore subject to the Public Health Service Act codified at 42 U.S.C. 290ee-3 and 290dd-3. Among other things, the referenced federal statute provides that "records of the identity, diagnosis, prognosis or treatment of any patient which are maintained in connection with performance of any drug abuse prevention function . . . shall . . . be confidential and be disclosed only for the purposes and under the circumstances expressly authorized. Accordingly, nothing contained herein shall be construed to require the Provider to disclose or divulge any "patient identifying information", "patient records" or other restricted information pursuant to its case management services hereunder; and
- B. The Provider's performance of its duties and responsibilities under the Agreement shall be, and hereby is, expressly conditioned upon and subject to ongoing federal, state, local, charitable or other third party funding of the specific case management services at the Property.

6. **Amendment to Agreement:** Renegotiation and/or amendments to this contract may be initiated by either party at any time during the term of the contract; however, any amendments must be in writing and signed by both parties.
7. **Termination of Agreement:** This contract can be terminated by either party after a 30 day written notice to the non-terminating party. In the event of termination, all monies owed either party for services rendered up to and including the termination date will remain due and payable.
8. **Indemnification:** The Provider agrees and covenants and to defend, hold harmless and indemnify HACSL from and against any and all claims, losses, damage, injury, expenses and attorney's fees proximately caused by any negligent conduct or omissions, intentional wrongful behavior, or breach of this Agreement, of or by the Provider, its officers, employees, agents or representatives. HACSL agrees and covenants to defend, hold harmless and indemnify the Provider from and against all claims, losses, damage, injury, expenses and attorney's fees proximately caused by any negligent conduct or omissions, intentional wrongful behavior, or breach of this Agreement of or by HACSL, its officers, employees, agents or representatives.
9. **Notices:** A notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage, prepaid, certified, return receipt requested and addressed to such party as follows:
- A. In the case of a notice or communication to HACSL, Attention: Kerry Bate, Executive Director, Housing Authority of the County of Salt Lake, 3595 S. Main Street, Salt Lake City, UT 84115, or such other address as HACSL shall give the Provider in writing.
  - B. In the case of a notice or communication to the Provider, Attention: Rob Wasserman Director of Housing - 801 355-2846  
511 w 2005, Salt Lake City, UT, 84111 Suite 168  
or such other address as the Provider shall give to HACSL in writing.
10. **Default:** In the event of any default in or breach of this Agreement or any of its terms and conditions by any party, such party shall, upon written notice from the other party or parties, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) days after receipt of such notice, or if a cure or beach requires more than thirty (30) days, within a reasonable time not to exceed ninety (90) days provided the cure or remedy is commenced within thirty (30) days of the notice and is diligently pursued and completed. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the applicable time set forth above, the aggrieved party may institute such proceedings as may be necessary, at its option, to cure or remedy such default or breach, including, but not limited to, legal action and

proceeding to compel specific performance by the party in default or breach of its obligations.

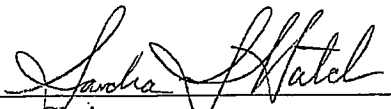
#### 11. Miscellaneous Provisions:

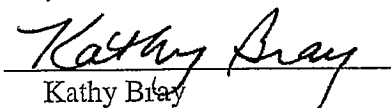
- A. The Provider, in all matters relating to this Agreement, shall be acting as an independent contractor. Nothing contained in this Agreement shall create or establish, or be construed or interpreted to create or establish, any form of partnership or joint venture between the Provider and HACSL. Provider shall have no duties, responsibilities or liabilities related to the management or maintenance of the Property, the landlord-tenant relationships between HACSL and tenants of the Property, the collection of rent, or related matters, and HACSL shall indemnify, defend and hold the Provider harmless from and against claims, demands, causes of action, damages or liabilities arising from or related to such matters.
- B. No employees, agents or representatives of either party shall be deemed to be or treated as employees of the other party. Each party shall pay all wages and other remuneration of its employees and otherwise comply with any federal, state or local laws, rules or regulations relating to employment, including but not limited to income tax withholding, workers' compensation, social security, unemployment insurance or other similar laws, rules or regulations governing the relationship of employers and employees.
- C. No third party shall have any rights or remedies, whether as an actual or intended beneficiary or otherwise, under this agreement.
- D. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all other agreements and understandings, whether oral or written, and may not be changed, modified, altered or terminated except by an agreement in writing executed by the parties hereto and dated subsequent to the date hereof.

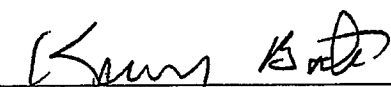
IN WITNESS WHEREOF, HACSL and the Provider have respectively signed and entered into this Agreement and as of the day and year first written above.

Housing Authority of the County of Salt Lake

Volunteers of America of  
Utah, Inc.

By:   
Chairperson

By:   
Kathy Bray  
President/CEO

By:   
President





State of Utah

GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

Department of  
Workforce Services

KRISTEN COX  
Executive Director

GREGORY B. GARDNER  
Deputy Director

JON S. PIERPONT  
Deputy Director

December 23, 2010

Housing Authority Of The  
County Of Salt Lake  
Attn: Marni Timmerman  
Director Of Housing Svcs  
3595 S Main St  
Salt Lake City UT 84115-4434

Dear Ms Timmerman,

Enclosed for your records is a copy of the Fully Executed Local Program Agreement between Housing Authority of the County of Salt Lake and the Utah Department of Workforce Services.

Should you have any further questions or concerns, you may contact the Contract Analyst Gillian Johns-Young at (801) 526-9418.

Sincerely,

Donna J. Ferrozzo  
Contract Technician  
Dept of Workforce Services  
140 East 300 South  
Salt Lake City, UT 84111  
[dferrozzo@utah.gov](mailto:dferrozzo@utah.gov)

Enclosures:

**Local Program Agreement  
For The Provision of On-Site Employment Counselor  
With The  
Department of Workforce Services, Wasatch Front South Service Area  
And  
Housing Authority of the County of Salt Lake, Grace Mary Manor**

**Parties:**

This agreement is between the Department of Workforce Services – Wasatch Front South, 1385 South State Street Salt Lake City, Utah 84115; hereafter referred to as the Department; and the Grace Mary Manor, Housing Authority of the County of Salt Lake located at 19 West Gregson Ave., South Salt Lake, UT 84115; hereafter referred to as the HACSL.

**Purpose:**

The purpose of the Local Program Agreement (LPA) is to have a Department employment counselor provide core and job development services to tenants living at the Grace Mary Manor Apartments. This centralization of services is part of the one-stop homeless initiative to develop an outreach model that facilitates the collaboration between various government agencies and community organizations in coordinating the delivery of supportive services to homeless individuals and their families.

**Authority:**

Non-governmental entities are required to obtain a release of information from the customer in order to receive any agencies' information. No information regarding customers will be shared between the Department and the Grace Mary Manor without first obtaining a release of information from the customer.

**Documents Incorporated into the Agreement but not attached:**

- a. All documents specified in any attachment to this agreement.
- b. All other governmental laws, regulations or actions applicable.
- c. The No Cost Lease agreement that will follow this agreement as soon as it has been executed.

**Responsibilities for Department**

The Department will provide one (1) employment counselor Grace Mary Manor apartments. Employment counselor will provide a combined total of eight (8) hours of outreach per workweek. If the employment counselor is unavailable to work at the Grace Mary Manor during assigned hours, customer will be referred to the nearest Department's Employment Center office, located at 720 South 200 East, for services.

The Department's Employment Counselors will provide job development for homeless customers who are also receiving Workforce Services benefits. Department staff will also provide core services such as job referrals, interviewing preparation, and access to labor market information. Department staff will also assist clients in applying for Department benefits they may be eligible for.



The Department will provide the following equipment for use by the employment counselor:

- A) One (1) laptop computer, which is to be stored at a Department Employment Center when not being used at the Grace Mary Manor apartments.
- B) One (1) computer projection unit, which is to be stored at a Department Employment Center when not being used at the Grace Mary Manor apartments.

The Department will also provide out stationed staff with incidental supplies such as paper, writing utensils, etc.

The Department targeting services and resources to families to assist them in achieving economic self-sufficiency

The Department is coordinating and streamlining the administrative functions to ensure the efficient delivery of services to families.

The Department is reducing and discouraging fraud and noncompliance with welfare and housing program requirements.

#### **Pathways**

Tenants will be referred to the out stationed employment counselor by one of two ways:

- 1) Tenants who are receiving the Department's services will be referred to the employment counselor for job development.

-or-

- 2) Tenants may be referred to the employment counselor for core services by case managers also housed at the Grace Mary Manor apartments. Upon receiving the referral, the customer is responsible to make contact with the employment counselor to schedule an appointment for services.

#### **Eligibility Requirements**

The Department will determine eligibility for job development services.

Core services may be available to the general population of the Grace Mary Manor apartments.

#### **Deliverables/Outcomes**

The Department's employment counselors and eligibility workers will post employment and benefit application status in the UWorks and/or eREP systems.

#### **Responsibilities for Housing Authority of the County of Salt Lake, Grace Mary Manor**

HACSL will provide, at no cost to the Department, 138 square feet of workspace at the Grace Mary Manor apartments.

HACSL will provide a key card and office key to access the Grace Mary Manor and office space, respectively. The Department's Employment counselor will be responsible to pay the fee for any lost keys.

HASCL will provide an office a locked door at the Grace Mary Manor for use by the Department's out-stationed employment counselor.

HASCL will provide on-site parking for the Department's employment counselor.

HACSL will provide security at the Grace Mary Manor apartments consistent with current agency policies and procedures.

HACSL will be responsible for the management and maintenance of the Grace Mary Manor apartments.

HACSL will provide, at not cost to the Department, local telephone service and Internet access to the employment counselor.

HACSL will provide, at not cost to the Department, a printer copy machine, and fax for employment counselor use.

**Duration and Modification of LPA**

This LPA is effective August 1, 2010 and be in effect until July 31, 2012 with the option of renewal or modification with mutual consent of all parties or until terminated by one or more parties upon 30 days prior written notice to the other parties by certified or registered mail, return receipt requested.

**Point of Contacts**

Department of Workforce Services  
Wasatch Front South  
Sara Hudgins, Operations Program Specialist  
1385 S State St.  
Salt Lake City, UT 84115  
(801) 450-4643  
[shudgins@utah.gov](mailto:shudgins@utah.gov)

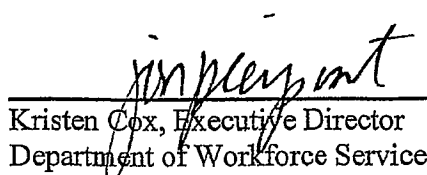
Grace Mary Manor  
Services Coordinator, HACSL  
Kay Luther,  
19 W Gregson Ave.  
Salt Lake City, 84115  
(801) 284-4476  
[kayluther@hacsl.org](mailto:kayluther@hacsl.org)

**Housing Authority of Salt Lake**

Kerry Bate,  
Executive Director  
3595 South Main Street  
Salt Lake City, UT 84115  
(801) 284-4401  
[kbate@hacsl.org](mailto:kbate@hacsl.org)

Signature  
State of Utah

Housing Authority of the County of Salt  
Lake

  
Kristen Cox, Executive Director  
Department of Workforce Services

12-13-10  
Date

  
Kerry Bate, Executive Director,

12-6-10  
Date