

Department of Workforce Services  
Office of Homeless Services

## Request for Grant Applications (RFGA)

### Fiscal Year 2022 One-Time Funding

Solicitation # 22-DWS-S004

#### **APPLICATIONS DUE:**

Monday, October 25th, 2021 by 5:00 PM

#### **CONTRACT PERIOD:**

July 1, 2021 to June 30, 2022 for increases to existing projects

December 1, 2021 to June 30, 2022 for new projects



Revised October 6, 2021

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## **INTRODUCTION AND OBJECTIVES**

The State Office of Homeless Services (OHS) is soliciting proposals for projects that serve persons experiencing homelessness according to the U.S. Department of Housing and Urban Development's (HUD) definition of homelessness. (24 CFR 576.2)

## **WHO MAY APPLY**

1. Public or private not-for-profit organizations, faith-based organizations, state departments and agencies, units of local governments and Indian tribal governments
  - a. Projects with a religious affiliation must provide assurances that grant funds will not require client participation in religious practices in order to receive services
2. Entities or projects that have not been suspended for failure to perform under the terms and conditions of a prior grant administered by the Office of Homeless Services or DWS Housing and Community Development

## **FUNDING PRIORITIES**

Funding priority is placed on projects that will move people experiencing homelessness from shelters and off the streets into decent, safe, and attainable housing. Funding may be used for:

1. Winter/Spring Emergency Shelter overflow
2. Hotel/Motel Vouchers including COVID-19 response
3. Street Outreach - Targeted to emergency winter needs
4. Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.)
5. Property Acquisition
6. New Property Construction
7. Capital Improvements for existing or developing Approved Project Types (see below)
8. One-time consulting costs for system improvement

## **FUNDING PURPOSES**

Funding will be utilized for communities to respond to and address needs for:

1. Individuals and families experiencing chronic homelessness, as defined by HUD
2. Families with children
3. Transitional-aged youth
4. Single men or single women
5. Veterans
6. Survivors of domestic violence
7. Individuals with a disability, behavioral health disorders, including mental health or substance use disorders
8. Individuals who are medically frail or terminally ill
9. Individuals exiting prison or jail, or
10. Individuals who suffer from other serious challenges to employment, housing, and self-sufficiency

## **PERFORMANCE MEASURES AND OUTCOMES**

Office of Homeless Services homelessness funding provides statewide support of project services and interventions that focus on making episodes of homelessness rare, brief, and non-recurring. The three key system measurements of progress in alignment with the State Strategic Plan on Homelessness are:

1. Reduce the rate of first-time homelessness;
2. Reduce the time individuals and households remain homeless; and
3. Reduce returns to homelessness

All projects funded by this opportunity will have specific project measures to track performance. Measures will be negotiated after award of funds before contracts are executed.

## **APPROVED PROJECT TYPES**

Homelessness Funding can be used to provide a wide range of services and supports under eight project types. Funding aligns with the federal HUD policies, procedures, measurements and system outcomes for the project types listed below. Exceptions may be made upon approval by HCD and dependent on the actual funding source of the grant contract.

### **1. Emergency Shelter**

Activities are designed to increase the quantity and quality of emergency shelter provided to individuals experiencing homelessness, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. Emergency Shelter includes Day Shelter programs.

Falls under these priorities: Winter/Spring Emergency Shelter overflow, Hotel/Motel Vouchers including COVID-19 Response, Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types.

### **2. Permanent Housing**

Permanent housing that does not require disability and has low or extremely low income restrictions in which formerly homeless individuals and families can live as independently as possible.

Falls under these priorities: Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types.

### **3. Permanent Supportive Housing for Persons with Disabilities (PSH)**

Community-based housing without a designated length of stay for individuals with disabilities and families in which one adult or child has a disability. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long, and is terminable only for cause. Homeless end-of-life care may qualify as PSH.

Falls under these priorities: Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types.

**4. Rapid Re-Housing**

Activities are designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and providing short- and medium- term rental assistance.

Falls under these priorities: Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types.

**5. Single Room Occupancy**

Provides rental assistance in connection with the moderate rehabilitation of residential properties that, when renovations are completed, will contain upgraded single occupancy units for individuals who are homeless.

Falls under these priorities: Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property Acquisition, Construction, Capital improvements for existing or developing approved project types.

**6. Street Outreach**

Activities are designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, or critical health services.

Falls under these priorities: Street Outreach- Targeted to emergency winter needs, Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types.

**7. Transitional Housing**

Housing where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within a 24-month period. The program participant must have a lease or occupancy agreement for a term of at least one month that ends in 24 months. Transitional Housing is prioritized for domestic violence and youth projects. Homeless respite care for individuals staying more than 90 days may also be categorized as transitional housing.

Falls under these priorities: Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types.

## **8. Other Projects**

Projects that benefit people experiencing homelessness that absolutely do not fall under any of the other project categories listed above.

Falls under these priorities: Staffing Incentives (new hire bonus, relocation costs, training, certifications, equipment, etc.), Property acquisition, Construction, Capital improvements for existing or developing approved project types, One-time Consulting Costs for System Improvement.

## **PROJECT REQUIREMENTS**

1. Projects must be open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation.
2. Match may be required and can be identified from city, county or private sources.
3. Property acquisition, construction, and capital improvement projects must have evidence of site control at the time of Application. For acquisition only projects, a purchase option, long term land lease, or other legal instrument may be sufficient.
4. Property acquisition, construction, capital improvements projects must submit an ongoing repair and maintenance plan/capital fund for upkeep
5. Projects must serve individuals or families at 50% or below Area Median Income (AMI). Priority will be given to projects that serve individuals or families at 30% or below AMI.
6. Projects must be in alignment with the priorities of the Local Homelessness Councils. Applicants must provide a letter of support for the project from the applicable Local Homelessness Council.
7. Projects will be required to actively participate in:
  - a. Local homeless service systems identified by the Utah Homelessness Council such as the Continuum of Care (CoC) and Local Homelessness Councils. This includes participation in: Coordinated Entry, Diversion, and Housing Prioritization; and
  - b. The Utah Homeless Management Information System (UHMIS); or a comparable database if domestic violence service providers when the completed project is in operation.

## **BUDGET**

1. The Budget Narrative and Itemization form (Appendix D) must be included.
2. Indirect costs cannot exceed the Federally Approved Indirect Cost Rate, or 10% if a de minimus rate is chosen.
  - a. If claiming a Federally Approved Indirect Cost Rate, entities must provide a copy of their Federally Approved Indirect Cost Rate Agreement.
  - b. If neither a Federally Approved Indirect Cost Rate or de minimus rate are chosen, administrative costs may be charged directly. In this situation, entities must provide a copy of their cost allocation plan.

## **HOMELESSNESS FUNDING GRANT SOURCES CONTAINED IN THIS RFGA**

1. Federal Emergency Solutions Grant (CFDA# 14.231)

2. Federal Temporary Assistance for Needy Families (CFDA# 93.558)
  - a. Programs funded with TANF will be required to determine TANF eligibility
3. Homeless to Housing (Utah Code 35A-16-303)
4. Pamela Atkinson Homeless Trust (Utah Code 35A-16-301)

## **FUNDING**

The total amount in the grant funding pool is \$2,200,000.00, distributed by competitive awards across the State of Utah.

Funding will be distributed on a cost reimbursement or fee-for service basis.

- a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
- b. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes.

The amount of the grant will be awarded based on the program application, evaluation criteria and funding availability.

All unused funds at the end of the grant shall be returned to DWS.

Grant funds may not be used to supplant existing funds.

or a description of allowable or unallowable costs, reference related attachments.

## **EVALUATION AND AWARD**

Grant applications will be evaluated on a competitive basis.

Applicants must be available for questions or clarification during the grant review period.

Applicants must be available for presentations upon request.

DWS reserves the right to reject any and all applications or withdraw this offer at any time.

Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Utah Homelessness Council, taking into consideration all factors set forth in this RFGA.

- a. Awards may be determined to ensure statewide services.

Successful grant applications will be open to public inspection after grant awards under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless the applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

Organizations may be awarded partial grants, as determined by DWS and the Utah Homelessness Council.

## **POST AWARD DOCUMENT REQUIREMENTS**

The following documents will be required after notification of the grant award is received, prior to the execution of the grant agreement:

1. FFATA
2. Insurance
3. Pre-Award Risk Assessment

## **QUESTIONS**

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before Monday, October 18th, 2021, 5:00 PM. All questions will be made public. All questions and written responses will be posted by Tuesday, October 19th, 2021, 5:00 PM, on the DWS website at <https://jobs.utah.gov/departments/rfg/index.html> for all prospective applicants to view. Direct questions to [hcdhomelessness@utah.gov](mailto:hcdhomelessness@utah.gov).

## **ADDENDA**

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than 5:00 PM, Monday, October 18th, 2021.

## **PRE-PROPOSAL MEETING (Optional)**

A pre- proposal meeting will be held September 30th at 1:00 PM.

Topic: Fall RFGA Training

Time: Sep 30, 2021 01:00 PM Mountain Time (US and Canada)

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1604762659>

Meeting ID: 160 476 2659

One tap mobile

+16692545252,,1604762659# US (San Jose)

+16692161590,,1604762659# US (San Jose)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 669 216 1590 US (San Jose)

+1 646 828 7666 US (New York)

+1 551 285 1373 US

Meeting ID: 160 476 2659

Find your local number: <https://www.zoomgov.com/u/avvOEX2cF>



## **PROPOSAL SUBMISSION INSTRUCTIONS**

1. Proposals must be submitted using the templates provided by the Office of Homeless Services no later than 5:00 p.m. on Monday, October 25, 2021 via the link on <https://jobs.utah.gov/departments/rfg/index.html>.
2. Applicants must bear the cost of preparing and submitting the application.
3. Application must be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness. Application forms must be typed. The forms are created as save-able documents.
4. All requested information must be provided at the time of submission. No opportunity will be offered for correcting applications after the application submission deadline.
5. Late or incomplete proposals will **NOT** be accepted.

## **REQUIRED GRANT APPLICATION ATTACHMENTS**

Applicant entity must complete the following forms:

1. Appendix A- Grant Cover Page
2. Appendix B- Application Narrative, applicable version
  - a. Appendix B-1 Existing Projects
  - b. Appendix B-2 New Projects
3. Appendix C- OHS Budget Template
4. Appendix D- FFATA Certification by Subrecipients (not required for State Agencies or Component Units)
5. Indirect Cost Rate Letter, if applicable

## **APPLICATION MATERIALS FOUND HERE**

Application information, PDF-form fills, budget, proposal evaluation and terms and conditions can be found at: <https://jobs.utah.gov/departments/rfg/index.html>

**APPENDIX A**  
**Department of Workforce Services**  
**Fiscal Year 2022 One-Time Funding RFGA**  
**Solicitation #22-DWS-S004**  
**Grant Application Cover Sheet**

Organization Legal Name: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If using a Social Security number, do not include on this form, DWS will contact you)

Vendor # (if known) \_\_\_\_\_

This Organization is Doing Business as: ☐ Non-Profit Organization (attach 501(c)(3) letter)

☐ Faith Based Organization    ☐ Government Agency    ☐ Native Tribal Government

Current Contract Number (for existing projects) \_\_\_\_\_

Project Type from the RFGA List of Approved Project Types \_\_\_\_\_

HMIS Project Name(if applicable) \_\_\_\_\_

For Existing Projects, Additional Dollar Amount Requested \_\_\_\_\_

For New Project, Grant Funds Requested: \$ \_\_\_\_\_

**EXECUTIVE DIRECTOR OR EQUIVALENT** (person authorized to signed an awarded contract)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**GRANT ADMINISTRATOR** (if different from above)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**FINANCIAL ADMINISTRATOR**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

## ATTACHMENTS

### DWS FORMS TO PREPARE AND ATTACH:

\_\_\_\_\_ **APPENDIX B: GRANT APPLICATION NARRATIVE**

\_\_\_\_\_ **APPENDIX C: BUDGET NARRATIVE AND ITEMIZATION FORM**

\_\_\_\_\_ **APPENDIX D: FFATA CERTIFICATION BY SUBRECIPIENTS** (not required for state agencies and component units)

### ADDITIONAL DOCUMENTS TO ATTACH:

\_\_\_\_\_ **INDIRECT COST RATE LETTER** (if applicable)

\_\_\_\_\_ **CERTIFICATE OF INSURANCE**

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

**APPENDIX B, Grant Application Narrative  
Existing Projects**

**Department of Workforce Services  
Fiscal Year 2022 One-Time Funding RFGA  
Solicitation #22-DWS-S004**

**Organization Name:**

**Directions:** Narrative **must** be in the default size, font, spacing and space provided. Additional narrative attachments are not allowed.

**PROGRAM OVERVIEW**

1. Describe how increased funding will be utilized, including the number of additional individuals that the increased funding would serve and the target population:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

2. Describe how current community resources have been explored to meet this additional need:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

3. Describe how this project engages people currently experiencing homelessness or those with lived experience in decision making.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

**Community, Local Homeless Council (LHC), and Continuum of Care (CoC) Coordination**

4. Describe how the funding request aligns with the priorities of the local CoC and LHC.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

5. List the Coordinated Entry partners that the agency actively coordinates with to provide unduplicated and effective services. Define the activities the partnership(s) provides. Attach any MOUs or formal agreements outlining coordination.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>



**State Strategic Plan Alignment**

6. Describe how the services provided with this funding meet the goals of the Strategic Plan to End Homelessness:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

7. Project types impact the strategic plan goals in various ways. Provide detail in each applicable area:

a. Describe how the project will reduce the rate of first-time homelessness.

b. Describe how the project will reduce the time individuals and households remain homeless.

Fillable forms can be found at:  
<https://jobs.utah.gov/departments/rfg/index.html>

c. Describe how the project will reduce returns to homelessness.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

8. Describe how the project is currently integrated into the local coordinated entry process:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

9. Add additional categories, modify, or delete categories/questions as needed.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

10. Does the project have qualifications or eligibility requirements for participants beyond literal homelessness? If so, what are those requirements?

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

11. Does the agency have any outstanding findings from HUD or unresolved fair housing complaints?

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

**APPENDIX B-2**  
**Department of Workforce Services**  
**Fiscal Year 2022 One Time Funding RFGA**  
Solicitation #22-DWS-S004  
**Grant Application Narrative**

**Organization Name:**

**Directions:** Narrative **must** be in the default size, font, spacing and space provided. Additional narrative attachments are not allowed.

**PROGRAM OVERVIEW**

1. Describe how funding will be utilized, including the number of individuals that would be served from the target population.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>



## PROGRAM SERVICE

2. If applicable, ask applicants to detail the service(s) they will be providing. This may include a breakdown of each service if multiple services are offered or a request for detail of how the organization intends to meet the requirements of the service(s).

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

3. Describe how other community resources have been explored and are unable to meet this need:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

4. Describe how this project will engage people currently experiencing homelessness or those with lived experience in decision making.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

**Community, Local Homeless Council (LHC), and Continuum of Care (CoC) Coordination**

5. Describe how the funding request aligns with the priorities of the local CoC and LHC.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

6. List the Coordinated Entry partners that the agency actively coordinates with to provide unduplicated and effective services. Define the activities the partnership(s) provides. Attach any MOU's or formal agreements outlining coordination.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

## STRATEGIC PLAN ALIGNMENT

7. Describe how the services provided with this funding will support meeting the overall goals of the Strategic Plan to End Homelessness

(<https://jobs.utah.gov/housing/homelessness/shcc/documents/homelessnesstrategicplan.pdf>)

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

8. Project types impact the strategic plan goals in various ways. Provide detail in each applicable area:

a. Describe how the project will reduce the rate of first-time homelessness.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

b. Describe how the project will reduce the time individuals and households remain homeless.

Fillable forms can be found at:  
<https://jobs.utah.gov/departments/rfg/index.html>



c. Describe how the project will reduce returns to homelessness.

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

9. Does the Project have qualifications or eligibility requirements for participants beyond literal homelessness? If So, what are those requirements?

Fillable forms can be found at:  
<https://jobs.utah.gov/departments/rfg/index.html>

10. Does the agency have any outstanding findings from HUD or unresolved fair housing complaints?

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

**Acquisition/Construction/Capital Improvement Projects Only**

- A. Project Name:
- B. Project Address:
- C. Describe, below, the project process so far, including other funding that has been secured and anticipated future funding for acquisition/construction

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

11. Describe the service delivery model, including who will operate the building and proposed funding structure for ongoing operation:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

12. If the project is not awarded funding from this RFP, what other resources are available to complete the project?

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

13. If this project is selected for funding, describe how the project will be able to adjust to the expiration of the contract on 06/30/2022 without negatively impacting clients:

Fillable forms can be found at:  
<https://jobs.utah.gov/department/rfg/index.html>

**Appendix D: DWS Office of Homeless Services (OHS)**  
**Grant Budget Narrative and Itemization Form** July  
1, 2021 - June 30, 2022

**Organization:**  
**FY22 Award Amount:**

**All planned expenses must be itemized, detailed and described for each line item.**

**Category I - Indirect Expenses:**

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate.

Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

Category I	Itemized Details of Grant Funds Requested	Grant Funds
Indirect Costs		\$ -

*\*Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III \*\*expenses.*

*\*\*\*Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

**Category II - Direct Administrative Expenses:**

Category II	Itemized Details of Grant Funds Requested	Grant Funds
Salaries	FTE description % FTE of 2080 hours annually Salary per hour	\$ -
Fringe Benefits	Payroll Taxes (unemployment, SSI) (\$) Group health/dental coverage(\$) Retirement (\$)	\$ -
Communications	Calculation of Annual Cost \$xx,xxx - Landline, Calculation of Annual	\$ -
Equipment (e.g. computers, laptops, printers,	Provide description of planned purchased. OHS Pre-Authorization	\$ -
Insurance	Calculation of Annual Cost \$xx,xxx	\$ -
Organization Space Costs	Calculation of Annual Cost \$xx,xxx - If agency has a cost allocation	\$ -
Organizations Utilities (consistent monthly utility	Calculation of Annual Cost \$xx,xxx - gas, Calculation of Annual Cost	\$ -
Professional Development & Training	Provide description of planned cost. Refer to Eligible Expenses Resource.	\$ -
Professional Fees & Contract Services (e.g.	Provide description of planned cost. Refer to Eligible Expenses	\$ -
Supplies (e.g. consumable goods)	Provide description of planned cost. Refer to Eligible Expenses Resource.	\$ -
Travel & Transportation	Calculation of total projected cost, must be approved training provided by the State or HUD	\$ -

*\*\*\*Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

**Total Category I/Category II Administrative Expenses**

**\$ -**

Category III	Itemized Details of OHS Grant Funds Requested	Grant Funds
**Salaries	FTE description + % FTE of 2080 hours annually x \$ per hour Standard Salary pay	\$ -
**Fringe Benefits	Payroll Taxes (unemployment, SSI) (\$) group health/dental coverage(\$) Retirement (\$)	\$ -
Client Rent Payments	Projected cost per unit x count of units to be provided. Only Rent Costs go here. Include last month's rent, if provided.	\$ -
Client Housing Assistance	Projected cost per household x count of HH for Deposits, Application Fees, rent arrears, etc.	\$ -



Client Services (e.g. education services, employment & training, legal services, client transportation, etc.)	Refer to Allowable Activities and Expenditures Resource for Project Type specific services to be rendered.	\$ -
Client Vouchers	# Covid +, Covid exposed, & Covid high risk individuals x # day x \$ per night average.	\$ -
***Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)	Calculation of Annual Cost \$xx,xxx - \$x,xxx Landline, \$x,xxx cell phones, \$xx,xxx - internet, \$xx,xxx - other projected costs	\$ -
**Professional Development/Training	Provide description of planned cost. Refer to Eligible Expenses Resource.	\$ -
**Professional Fees & Contract Services (e.g. consultants, security, etc.)	Provide description of planned cost. Refer to Eligible Expenses Resource.	\$ -
Program Equipment (e.g. computers, laptops, printers, furniture, etc.)	Provide description of planned cost. Refer to Eligible Expenses Resource.	\$ -
**Program Insurance	Calculation of Annual Cost \$xx,xxx - If agency has a cost allocation plan, provide it in the Attachment's Component of WG	\$ -
Program Space Costs (e.g. rent, lease, etc.)	Calculation of Annual Cost \$xx,xxx	\$ -
**Program Supplies	Provide description of planned cost. Refer to Eligible Expenses Resource COVID related hygiene and cleaning supplies, PPE equipment, bedding, sheets, and mattresses when appropriate.	\$ -
**Program Travel / Transportation	Calculation of total projected cost for staff only, must be approved training provided by the State or HUD. Client trans is CLIENT SERVICES	\$ -
**Program Utilities	Calculation of Annual Cost \$xx,xxx - gas, Calculation of Annual Cost \$xx,xxx - water/sewer, Calculation of Annual Cost \$xx,xxx - electricity	\$ -
**Subawards - limited to the first \$25,000 (e.g. pass-through)	Provide total of projected costs.	\$ -
<b>Total Category III Project Expenses</b>		<b>\$ -</b>
<b>Total Expenses Category I/II and Category III</b>		<b>\$ -</b>

State of Utah  
Department of Workforce Services  
**Appendix D: FFATA CERTIFICATION BY THE SUBRECIPIENT** (Not  
required for State Agencies and Component Units)

Organization Name: \_\_\_\_\_

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements?

☐ NO: Skip to Attestation below

☐ YES: Continue, complete Executive Compensation and Attestation below

**Executive Compensation**

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

\*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**ATTESTATION**

By signing, you attest that the organization information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Executive Officer  
or Designee, Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Equal Opportunity Employer/Program**

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.  
Fiscal year 2022 One-Time Funding RFGA

**ATTACHMENT A**  
**Department of Workforce Services (DWS)**  
**Grant Terms and Conditions**

**1. DEFINITIONS:**

- a. **"GRANTEE"** means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners.
- b. **"Subcontractor/Subgrantee"** means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- c. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.
- d. **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. DWS reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- e. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

**2. GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**3. CONFLICT OF INTEREST:**

- a. GRANTEE certifies, through the execution of the Agreement, that none of its owners, directors, officers, or employees are employees of DWS, or the State of Utah. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
- b. GRANTEE will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
- c. GRANTEE certifies, through the execution of the Agreement that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- d. GRANTEE shall not use Grant funds to make any payments to an organization which has in common with GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; or b) directors, officers or others with authority to establish policies and make decisions for the organization.

**4. RELATED PARTIES:**

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
  - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

- ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
  - d. Upon notification of proposed related party payment, DWS may, at its discretion:
    - i. Require GRANTEE to undertake competitive bidding for the goods or services,
    - ii. Require satisfactory cost justification prior to payment, or
    - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
  - e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
    - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
    - ii. the name of the other related party;
    - iii. the relationship between the individuals identified in "i" and "ii" above;
    - iv. a description of the transaction in question and the dollar amount involved;
    - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
    - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
    - vii. the potential effect on this Agreement if the payment to the related party is made; and
    - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.
- 5. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE's performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE's liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.
- 6. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE's liability, such limitations of liability will not apply to this section.
- 7. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- 8. **AMENDMENTS:** This Agreement, including the Scope of Work may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
- 9. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
- 10. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
- 11. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement.

GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

**12. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**

- a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
- b. If GRANTEE enters into subcontracts the following provisions apply:
  - i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
  - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

**13. INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah.

**14. MONITORING:**

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), GRANTEE may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between GRANTEE and DWS.
- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.

**15. DEFAULT:** Any of the following events will constitute cause for DWS to declare GRANTEE in default of this Agreement (i) GRANTEE's non-performance of its contractual requirements and obligations under this Agreement; or (ii) GRANTEE's material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition DWS will give GRANTEE only one opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend GRANTEE from receiving future grants or contracts from DWS or the State of Utah; or (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.

**16. AGREEMENT TERMINATION:**

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying

GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.

- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
  - d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
  - e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
  - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
17. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the CONTRACTOR, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and CONTRACTOR agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
  18. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
  19. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
  20. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
  21. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
  22. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.
  23. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

24. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.
25. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
    - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
    - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
  - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
    - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
    - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
  - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
26. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas;

- (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
27. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
28. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
29. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS contract owner of the grievance and its disposition of the matter.
30. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
31. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant.
32. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.
33. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
  - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of



Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.

- c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
  - d. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.
34. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).
35. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
36. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
37. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
38. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.
39. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.
40. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United

States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

41. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**

- a. Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

**Table 1: Cost Principles**

<b>GRANTEE</b>	<b>Federal Cost Principles</b>
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:  
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
  - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
  - ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
  - iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
  - iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

42. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost

Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

43. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
44. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
  - a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
  - b. Allowable under applicable cost principles.
  - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
  - d. In accordance with the appropriate Federal grant being matched.
  - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
45. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
46. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
47. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
48. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Indemnification Relating to Intellectual Property, Insurance.
49. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
50. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
51. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
52. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, GRANTEE certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

## Attachment C- Scope of work

### BACKGROUND/PURPOSE:

Project Title for Project A:

Population served:

### CONTRACTOR RESPONSIBILITIES:

CONTRACTOR's funded project must comply with the requirements listed below. Failure to do so may result in immediate termination of the contract.

CONTRACTOR will follow the guidelines as outlined in the contract Attachment B. All programmatic activities must emphasize services and interventions that focus on making episodes of homelessness rare, brief, and nonrecurring. The three key system measurements of progress in alignment with The State of Utah Strategic Plan on Homelessness are to:

Goal 1: Reduce the number of first-time individuals who experience homelessness

Goal 2: Reduce days spent in emergency beds or shelters

Goal 3: Reduce the number of individuals who return to homelessness, and increase the number of individuals who are placed in, or retain permanent housing

### PERFORMANCE MEASURES AND OUTCOMES:

Performance will be evaluated based on data points and identified improvement projections related to the project type in alignment with the State Strategic Plan on Homelessness and will be included in the Scope of Work. Measures will be determined by previous fiscal year performance.

Example measures for all project types:

<b>Rapid Rehousing Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exit homelessness to permanent housing destinations and return to homelessness within 24 months	Decrease by 10% from FY21
8. Average length of time in days between project start date and housing move-in date	Decrease by 10% from FY21
9. Number of participants who were exited without move-in date	Establish context for other measures

10. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21
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<b>Rapid Rehousing Measures DV</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Average length of time in days between project start date and housing move-in date	Decrease by 10% from FY21
8. Number of participants who were exited without move-in date	Establish context for other measures
9. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Transitional Housing Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21
8. Number of participants who exit homelessness to permanent housing destinations and return to homelessness within 24 months	Decrease by 10% from FY21

<b>Transitional Housing Measures DV</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures

2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Street Outreach Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exit homelessness to permanent housing destinations and return to homelessness within 24 months	Decrease by 10% from FY21
8. Number of participants who enrolled in street outreach project from a place not meant for habitation	Establish context for other measures
9. Number of participants who exited to a temporary destination	Establish context for other measures
10. Number of participants who exited into an institutional setting	Establish context for other measures
11. Number of participants served with a date of engagement	Establish context for other measures
12. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Other Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures

5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Homeless Prevention Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exited to an emergency shelter, including hotel or motel paid for with emergency shelter voucher	Decrease by 10% from FY21
8. Number of participants who exited to a place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Decrease by 10% from FY21
9. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Emergency Shelter Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Number of participants who exited to a permanent destination	Increase by 10% from FY21
5. Number of participants who exit homelessness to permanent housing destinations and return to homelessness within 24 months	Decrease by 10% from FY21
6. Length of time persons remain homeless	20 days or decrease by 10% from FY21
7. Average length of project participation in days for leavers	Decrease by 10% from FY21 or less than 10 days
8. Median length of project participation in days for leavers	Decrease by 10% from FY21 or less than 10 days
9. Average length of project participation in days for stayers	Decrease by 10% from FY21 or less than 10 days

10. Median length of project participation in days for stayers	Decrease by 10% from FY21 or less than 10 days
11. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Emergency Shelter Measures DV</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Number of participants who exited to a permanent destination	Increase by 10% from FY21
5. Average length of project participation in days for leavers	Decrease by 10% from FY21 or less than 10 days
6. Median length of project participation in days for leavers	Decrease by 10% from FY21 or less than 10 days
7. Average length of project participation in days for stayers	Decrease by 10% from FY21 or less than 10 days
8. Median length of project participation in days for stayers	Decrease by 10% from FY21 or less than 10 days
9. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Permanent Supportive Housing Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Establish context for other measures
7. Number of participants who exit homelessness to permanent housing destinations and return to homelessness within 24 months	Decrease by 10% from FY21
8. Average length of time in days between project start date and housing move-in date	Establish context for future expectations
9. Number of participants who were exited without move-in date	Establish context for other measures
10. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21
11. Participants who retained or exited to permanent housing destinations	93% or higher



<b>Permanent Supportive Housing Measures DV</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Establish context for other measures
7. Average length of time in days between project start date and housing move-in date	Establish context for future expectations
8. Number of participants who were exited without move-in date	Establish context for other measures
9. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21

<b>Single-Room Occupancy (SRO) Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures
2. Number of households served	Establish context for other measures
3. Number of project leavers (participant project exits)	Establish context for other measures
4. Average length of project participation in days for leavers	Establish context for other measures
5. Average length of project participation in days for stayers	Establish context for other measures
6. Number of participants who exited to a permanent destination	Increase by 10% from FY21
7. Number of participants who exit homelessness to permanent housing destinations and return to homelessness within 24 months	Decrease by 10% from FY21
8. Average length of time in days between project start date and housing move-in date	Establish context for future expectations
9. Number of participants who were exited without move-in date	Establish context for other measures
10. Number of participants who exited to Data Not Collected (no exit interview completed)	10% of destination subtotal or decrease by 10% from FY21
11. Participants who retained or exited to permanent housing destinations	93% or higher

<b>Homeless Diversion Measures</b>	<b>FY22 Performance Expectation</b>
1. Number of clients served	Establish context for other measures

2. Number of households served	Establish context for other measures
3. Total number of households diverted	Increase by 10% from FY21
4. Total number of individuals diverted	Increase by 10% from FY21

## REPORTING REQUIREMENTS:

Participation in statewide data collection efforts by the Office of Homeless Services (OHS) is required. Agency must provide accurate data entry into UHMIS or comparable database if a victim service provider within 5 days of client interactions, to support the System Performance Measures reflected in the application for this grant. OHS will provide report templates for any data not reported through UHMIS with sufficient notice of the information or data required.

Measures are Project-Type specific. The entirety of the funded project is considered in these measures, not just the portion supported by State Homelessness Funding.

Performance data will be evaluated on the following schedule:

- First Quarter: Due Feb 15 for the time period of July 1 – September 30
- Second Quarter: Due Jan 15 for the time period of October 1 – December 31
- Third Quarter: Due April 15 for the time period of January 1 – March 31
- Fourth Quarter: Due July 15 for the time period of April 1 – June 30
- Full Year: The full year's data will be pulled at the same time as the fourth quarter report and due July 15. In addition, a narrative report will be required after completion of the grant year.

## CASE MANAGEMENT STANDARDS FOR FUNDED PROJECTS:

Case management, client interaction activities and services must be recorded in HMIS or documented in agency records by victim service providers. Refer to “Case Management for Homeless Service Providers” for standard practices, guidelines and required training as found on Utah Department of Human Services website.

HMIS entries should be reflected in units of minutes (rounded in 15 minute increments) spent with the client or on a client's case, along with general case note entry. Recording a service in HMIS within a client enrollment can be found on the HMIS website ([utahhmis.org](http://utahhmis.org)) and must align with the Department of Human Services “Adult Case Management Training Manual” and OHS Case Management Guidelines.

## MONITORING:

The State will monitor CONTRACTOR'S financial and programmatic performance in providing services under this contract in accordance with the Department of Workforce Services Contract Monitoring Policy. The frequency and type of monitoring is determined by the Subrecipient and Pre-Award Risk Assessments (PARAs), which take into consideration factors including, but not limited to, the contract amount, funding source(s) and complexity of program requirements, and sensitivity and type of services to be provided.

Monitoring may include, but is not limited to:

- a) Review of supporting documentation submitted with periodic claims/requests for reimbursement;
- b) One or more site visits;
- c) Desk reviews of periodic performance reports; and
- d) Training and technical assistance provided by HPO staff or its designees.

HMIS and Project Monitoring will occur as defined in Attachment B Terms and Conditions.

ATTACHMENT   C  

**NON-DISCLOSURE AGREEMENT**

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

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Signature

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Date

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Print Name

## ATTACHMENT   D   CODE OF CONDUCT

**\*\*Each Contractor/Grantee employee or volunteer and each Sub-Contractor/Grantee employee or volunteer who has interaction with clients must sign this Code of Conduct (Code) at the beginning of the grant or upon hire. A signed copy of this Code must be in employee's/volunteer's file subject to inspection and review by Department.\*\***

The purpose of this Code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients.

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that he is unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

All references to "Contractor" herein shall include the Contractor, its employees, officers, agents, representative or those authorized by the Contractor to perform services under this Agreement.

The Contractor agrees that it shall adhere to this Code when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code.

Contractor understands and acknowledges that failure to comply with this Code may result in corrective action, probation, suspension, or termination of contract, license or certification.

Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior.

Contractor and its authorized agents shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat or cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

Contractor shall not, by acting; failing to act; encouragement to engage in; or failure to deter from; cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. Contractor shall not engage any client as an observer or participant in sexual acts. Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Abuse includes, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.

4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation includes, but is not limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the client's treatment plan and is in accordance with written agency policy.

Neglect includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, or sleeping.
5. Failure to arrange for medical care or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation includes, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment includes, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor shall document and report to DWS abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

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Employee/Volunteer Signature

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Date

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Print Employee/Volunteer Name

[Rev.01/15]

## **ATTACHMENT E**

### **CRIMINAL BACKGROUND CHECK REQUIREMENT FOR GRANTEES & CONTRACTORS PROVIDING SERVICES TO DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS**

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
    - a) type of required background check,
    - b) who is required to be checked,
    - c) frequency, and
    - d) criteria used to determine pass or fail background check.
  2. Proof of compliance with such law(s), regulation(s) or requirements.
  3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
  2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
    - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
  2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
    - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
    - b) FBI information can be found at [www.fbi.gov](http://www.fbi.gov) under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
  - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
  - 1. Any matters involving a sexual offense.
  - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
  - 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
  - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
  - 1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
  - 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
  - 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
  - 4. "DWS Customer" is a person served with funding provided by DWS.



5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
  - a) provide personal protection;
  - b) provide necessities such as food, shelter, clothing, or medical or other health care;
  - c) obtain services necessary for health, safety, or welfare;
  - d) carry out the activities of daily living;
  - e) manage the adult's own resources; or
  - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.