



Request for Grant Applications

Revised: 05.23.24

Grant Name: Housing Opportunities for Persons with AIDS (HOPWA) FY25 RFGA

Solicitation Number: 25-DWS-S010

Funding Source: Housing Opportunities for Persons with AIDS (HOPWA)

Grant Period of Performance: July 1, 2024 – June 30, 2025

Grant Application and Details: <https://jobs.utah.gov/department/rfg/housing.html>

Due Date

1. Application Due Date: **June 3, 2024, 5:00 PM MST**
 - o [Appendix A-Grant Application Cover Sheet and Project Information](#)
-

Other Important Dates

1. Pre-Proposal Meeting: **May 22, 2024, 11:00 AM – 12:00 PM MT**
Virtual via Google Meet: <https://meet.google.com/qah-imap-yxd?authuser=0>
2. Question period closes one day prior to the Application due date.
 - o [Link to Submit Questions](#)
 - o [Q&A Posting](#)
3. Anticipated Award Date: **July 2024**

CONTACTS

Khylee Brinson, Program Specialist- kbrinson@utah.gov

Sarah Smith, Contract/Grant Analyst - sarahsmith@utah.gov

HOPWA FUNDING OVERVIEW

The Department of Workforce Services, Office of Homeless Services (DWS-OHS) is accepting grant applications for projects that serve people living with HIV/AIDS. Applications must comply with the rules and regulations set forth in 24 CFR 574. It is anticipated that DWS-OHS will contract with multiple applicants for a total of approximately \$350,500.00.

ORGANIZATIONS WHO MAY APPLY

1. Public or private non-profit organizations, faith-based organizations, state departments and agencies, units of local governments, and tribal entities.
 - a. Organizations with religious affiliations must provide assurances that grant funds will not require client participation in religious practices to receive services.
2. Organizations that **do not** have a current, open finding from DWS-OHS.

HOMELESSNESS PROJECT REQUIREMENTS

1. Funded projects must be open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation.
2. Organizations will be required to actively participate in:
 - a. Local homeless service systems identified by the UHC.
 - i. These systems include Continuum of Care (CoC), and Local Homeless Councils (LHC)
 - b. Local Coordinated Entry System
 - c. The Utah Homeless Management Information System (HMIS); or a comparable database if a domestic violence service provider.
 - d. Data quality improvement initiatives.
3. Funded projects will be required to adhere to all program requirements as outlined in the Terms and Conditions and Scope of Work.

HOMELESSNESS FUNDING PROJECT TYPE DESCRIPTIONS

DWS-OHS HOPWA funding can be used to provide a range of services and support. All applications must identify as one of the following project types:

Short-Term Rent, Mortgage and Utility Assistance (STRMU) - A preventive housing intervention intended to reduce the risks of homelessness, and when utilized together with other HOPWA efforts (including access to health care services, case management, benefits counseling, and employment or vocational services) works to stabilize assisted households.

Permanent Housing Placement (PHP) - An eligible supportive service activity under the HOPWA program, the goal of which is to help establish a permanent residence when continued occupancy is expected.

Tenant-Based Rental Assistance (TBRA) - Provides a rental subsidy to HOPWA-eligible households in a unit of their choice.

Transitional/Short-Term Facilities - Eligible facilities under the HOPWA program that are intended to provide temporary shelter to eligible individuals to prevent homelessness and allow an opportunity to develop an individualized housing and service plan to guide the client's linkage to permanent housing.

SCOPE OF WORK

The proposed Attachment B - Scope of Work has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their applications. Project Scope of Work requirements are based on application, project type, and project performance measures.

SUBMISSION INSTRUCTIONS

1. Prior to filling out the online application, complete and compile the following documents which will be attached to *Appendix A - Grant Application Cover Sheet and Project Information* during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix B – Grant Application Narrative
 - ii. Appendix C – Budget Narrative and Itemization Form
 - iii. Appendix D – FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the state)
 - b. Additional documents to be attached to the application if applicable, not provided by DWS:
 - i. Business License or Articles of Incorporation
 - ii. 501(c)(3) Letter
 - iii. Indirect Cost Rate Agreement or Cost Allocation Plan
 - iv. Certificate of Insurance
 - v. MOUs or other partnership agreements

Additional Submission Information

1. **Separate applications are required for each project.**
2. Applicants must bear the cost of preparing and submitting each application.
3. Failure to comply with any part of the RFGA may result in disqualification of the application.

4. Late applications will not be accepted.
5. Applications that do not include all the required documentation may be considered incomplete and may be denied.
6. Do **NOT** include additional information such as pamphlets, organizational public relations information, or addenda.
7. DWS may request the correction of immaterial omissions during the review period.
8. By submitting an application, the applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed during the Q&A period. The applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

FUNDING DETAILS

1. Grant funding is distributed by reimbursement and only for allowable expenditures approved through the application process or negotiated with DWS-OHS; funds are **NOT** distributed in a lump sum.
2. Claims for reimbursement must be submitted through WebGrants; at a minimum quarterly.
3. DWS-OHS reserves the right to award partial grants.

POST-AWARD DOCUMENT REQUIREMENTS

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

1. Certificates of Insurance
2. Pre-Award Risk Assessment
3. Negotiated final Budget Narrative and Itemization Form

QUESTION AND ANSWER

1. Question and Answer (Q&A) period closes on the date and time specified on the cover page.
2. Questions must be submitted through the link provided on the cover page, during the Q&A period.
3. Answers will be posted on: <https://jobs.utah.gov/department/rfg/housing.html>.
4. Questions may include notifying DWS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
5. Questions may be answered individually or may be compiled into one document.
6. Questions may also be answered via an addendum.

7. An answered question or an addendum may modify the specification or requirements of this RFGA.
8. Applicants should periodically check for answered questions and addenda before the closing date.

ADDENDA

Addenda shall be published within a reasonable time prior to the deadline applications are due, to allow applicants to consider the addenda in preparing applications. Addenda published at least 5 calendar days prior to the deadline that applications are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

1. If DWS-OHS finds it necessary to modify the RFGA for any reason, a written addendum to the original RFGA will be posted on the DWS website at: <https://jobs.utah.gov/department/rfg/housing.html>.

EVALUATION AND AWARD

1. Applications will be reviewed and scored utilizing Attachment E – Evaluation Score Sheet.
2. Applicants must be available for questions or clarification during the grant review period.
3. Applicants must be available for presentations upon request.
4. DWS-OHS reserves the right to reject all applications or withdraw this offer at any time.
5. DWS may grant partial awards.
6. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of this RFGA process, taking into consideration all factors set forth in this RFGA.
7. Organizations previously receiving funding from DWS-OHS must be in good standing to be considered for a grant.
8. All applications will be reviewed for completeness by DWS-OHS staff. An allocation committee comprised of community homelessness providers and funding partners will review and score applications.
9. Successful grant applications will be open to public inspection after the grant award 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. A [GRAMA Claim of Business Confidentiality](#) must be submitted to the Contract Analyst prior to the application deadline.

SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Unique Entity Identifier (UEI) number (UEI Start Guide available here)
<input type="checkbox"/>	Employer Identification Number (EIN)

Application Checklist	
<input type="checkbox"/>	Appendix A: Grant Application Cover Sheet and Project Information
<input type="checkbox"/>	Appendix B: Grant Application Narrative
<input type="checkbox"/>	Appendix C: Budget Narrative and Itemization Form
<input type="checkbox"/>	Appendix D: FFATA Certification by Subrecipients -not required for State Agencies and Component Units of the State
<input type="checkbox"/>	Business License or Articles of Incorporation – if applicable
<input type="checkbox"/>	501(c)(3) Letter – if applicable
<input type="checkbox"/>	Insurance – not required for Government Entities
<input type="checkbox"/>	Indirect Cost Rate Letter or Cost Allocation Plan – if applicable
<input type="checkbox"/>	Memorandums Of Understanding (MOUs) / other partnership agreements (If multiple, combine into one document before attaching.)

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

1. DEFINITIONS:

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. **"Goods and Services"** means goods including, but not limited to, any deliverables, supplies, equipment, or commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. **"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, as well as sub-recipients and loan recipients.
- f. **"Proposal"** means Grantee's response to DWS's Solicitation.
- g. **"Solicitation"** means the documents and process used by the State Entity to obtain Grantee's Proposal.
- h. **"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.
- i. **"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.
- j. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.

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. **PROCUREMENT ETHICS:** Grantee certifies that it has not offered or given any gift or compensation prohibited by the laws, Executive Orders, or policies of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with

respect to being awarded this Agreement. Grantee shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Agreement.

5. **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.

6. **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, volunteers, 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.

7. **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.

8. **OWNERSHIP IN INTELLECTUAL PROPERTY:**
- a. 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.
 - b. Grantee warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. Grantee will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.
9. **STANDARD OF CARE:** Grantee and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in this Agreement.
11. **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.
12. **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.
13. **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.
14. **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).
15. **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. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

16. 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.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

17. 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.

18. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to 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 herein. 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 to 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.
19. **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 GRANTEE, 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 GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
 20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities but not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
 21. **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.
 22. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
 23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
 24. **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. It is within DWS's sole discretion whether to approve the advertising and publicity.
 25. **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.
 26. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
 27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges

that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
29. **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. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.
30. **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.
- 31. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the GRANTEE complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. GRANTEE must adhere to the requirements of 24 CFR Part 58. Should GRANTEE violate 24 CFR Part 58 prior to, during, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.
- 32. **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.
- 33. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 34. **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.
- 35. **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.
- 36. **PROTECTION AND USE OF CLIENT RECORDS:** Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. 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.
- 37. **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. Such access will be during normal business hours, or by appointment.

38. **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.
39. **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. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
 - e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.
40. **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.
41. **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.

42. **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.
43. **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.
44. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
45. **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.
46. **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.
47. **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.
48. **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

GRANTEE	Federal Cost Principles
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.

49. **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.

50. **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.

51. **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.
52. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
53. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
54. **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.
55. **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, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
56. **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.
57. **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.
58. **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.
59. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102 and 63G-27-201, if applicable, GRANTEE certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. GRANTEE also agrees not to engage in either boycott for the duration of this Agreement. If GRANTEE does engage in such a boycott, it shall immediately provide written notification to DWS.

Attachment B

SCOPE OF WORK

I. Purpose

- A. HOPWA is a federal funding source dedicated to serving individuals living with HIV/AIDS with rent and case management services. Grant funding will be awarded for the purpose of providing the outlined project types in the FY25 HOPWA RFGA.
- B. Period of Performance dates are 7/1/2024 to 6/30/2025.

II. GRANTEE Responsibilities

Grantee shall:

- A. Abide by data-driven housing-first principles, as defined by DWS-OHS.
- B. Abide by the Case Management Standards as defined in Attachment C – DWS-OHS Case Management Standards.
- C. Ensure provided activities align with and support the Utah Homelessness Council (UHC) Statewide Strategic Plan.
- D. Support Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
- E. Participate in local Coordinated Entry System including attending one Coordinated Entry System Training per fiscal year, as defined by DWS-OHS.
- F. Utilize the Utah Homeless Management Information System (UHMIS).
 - i) GRANTEE is required to enter all data elements into UHMIS that are associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standard manuals, and the State of Utah data standards.
 - ii) Data entered into UHMIS for this program must meet the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at <https://utahhmis.org/about/governance/>.
 - iii) UHMIS users must complete all training required by the UHMIS Policies and Procedures and other training deemed necessary by DWS-OHS staff.
- G. Participate in the Annual Point-in-Time (PIT) Homeless Count.
- H. Participate in the Housing Inventory Count (HIC).
- I. Support data initiatives and other federally mandated reporting as requested by DWS-OHS.
- J. Participate in reasonable technical assistance activities provided by DWS-OHS staff or its designees. Failure to respond to email and other correspondence from DWS-OHS and its designees within 10 business days, without reasonable cause, will be referred for grant review. A grant review may result in probation or termination of the grant.
- K. Ensure all project-funded personnel are in compliance with the requirements of Attachment E – Criminal Background Check Requirement.

- L. Ensure that all project-funded personnel have reviewed and signed Attachment F – Code of Conduct and Attachment G – Non-Disclosure Agreement. Signed copies of the Non-Disclosure Agreement and Code of Conduct must be maintained in employee files for compliance review.

III. **Additional Responsibilities**

- A. Any deviations from this Scope of Work must be approved in writing by DWS-OHS. DWS-OHS reserves the right to deny any change requests. If applicable, DWS-OHS must approve any Subgrantees through the application process. GRANTEE is responsible for any Subgrantees' compliance with the Terms and Conditions of this grant and will provide DWS-OHS a copy of any agreements with Subgrantees.
- B. Full and part-time case managers and other staff who are in a case management role, regardless of title, must have or be working towards Case Manager Certification administered by the Utah Department of Health and Human Services (DHHS) unless determined exempt by DHHS. Guidelines for certification and standards are located at <https://sumh.utah.gov/education/certification/case-management/>.

IV. **Project Types and Example Services**

- A. **Short Term Rent, Mortgage and Utility Assistance (STRMU)** - A preventive housing intervention intended to reduce the risks of homelessness, and when utilized together with other HOPWA efforts (including access to health care services, case management, benefits counseling, and employment or vocational services) works to stabilize assisted households.
- B. **Permanent Housing Placement (PHP)** - An eligible supportive service activity under the HOPWA program, the goal of which is to help establish a permanent residence when continued occupancy is expected.
- C. **Tenant Based Rental Assistance (TBRA)** - Provides a rental subsidy to HOPWA-eligible households in a unit of their choice.
- D. **Transitional/Short Term Facilities** - Eligible facilities under the HOPWA program that are intended to provide temporary shelter to eligible individuals to prevent homelessness and allow an opportunity to develop an individualized housing and service plan to guide the client's linkage to permanent housing.
- E. All projects must meet requirements outlined in the DWS-OHS eligible expenses guide, available online at: [Eligible Expense Guide](#).

V. **Outcomes/Deliverables**

- A. Performance measures are based upon previous fiscal year HMIS data. Actual performance benchmarks will be provided in the first quarterly report.

Example Measures	FY25 Performance Expectation
1. Number of clients served	Maintain from FY24 if existing, new target if new project
2. Number of participants remaining in the program	Maintain from FY24 if existing, new target if new project
3. Number of participants exiting the various exit destinations	Maintain from FY24 if existing, new target if new project
4. Number of individuals with HIV/AIDS who qualified the household to receive HOPWA housing subsidy assistance	Maintain from FY24 if existing, new target if new project
5. Number of ALL other persons diagnosed as HIV positive who reside with the HOPWA eligible individuals and who benefitted from the HOPWA housing subsidy assistance	For Context Purposes Only
6. Number of ALL other persons NOT diagnosed as HIV positive who reside with the HOPWA eligible individual and who benefitted from the HOPWA housing subsidy	For Context Purposes Only
7. Number of individuals served who were chronically homeless	For Context Purposes Only
8. Number of individuals served who were veterans	For Context Purposes Only
9. Number of households that have a housing plan for maintaining or establishing stable ongoing housing	Maintain from FY24 if existing, new target if new project
10. Number of households that have a case manager/benefits counselor consistent with the schedule specified in the client's individual service plan	Maintain from FY24 if existing, new target if new project
11. Number of households that obtained income-producing jobs	Maintain from FY24 if existing, new target if new project
12. Number of households that have successfully accessed or maintained qualification for sources of income	Maintain from FY24 if existing, new target if new project
13. Number of households with a primary health care provider consistent with the schedule specified in client's individual service plan	Maintain from FY24 if existing, new target if new project
14. Number of households that have accessed and maintained medical insurance/assistance	Maintain from FY24 if existing, new target if new project

VI. **Reporting**

- A. Participation in statewide data collection efforts by DWS-OHS is required. GRANTEE must provide accurate data entry into UHMIS, or a comparable database if a Domestic Violence Service provider, within 5 days of client interactions. DWS-OHS will provide report templates for any data not reported through UHMIS with sufficient notice of the information or data required.
- B. Case managers are expected to utilize Utah Homeless Management Information System (UHMIS) or a comparable database to record and track services and progress on plans. The case management plan should be created and entered into UHMIS according to the standards identified in the table below by project type. Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time. Please reference Attachment C - DWS-OHS Case Management Standards for additional information.
- C. All data entered into UHMIS should be report-ready by the 15th day following the last day of each month. Report-ready data is accurate and complete to the best of the GRANTEE'S knowledge and ability.
- D. Performance data will be evaluated at least quarterly on the following schedule.

Quarter	Reporting Period	Reporting Due Date
First Quarter	July 1 – September 30	October 15
Second Quarter	October 1 – December 31	January 15
Third Quarter	January 1 – March 31	April 15
Fourth Quarter	April 1 – June 30	July 15

- E. The full year's data will be pulled at the same time as the fourth quarter report and due July 15th. In addition, a narrative report will be required after completion of the grant.
- F. GRANTEE will need to provide any additional reporting as requested by DWS-OHS.

VII. **Budget**

- A. Invoicing for Reimbursement:
 - i) Adhere to the approved budget set forth in Appendix C – Budget Narrative and Itemization Form.
 - ii) Claims for reimbursement of expenditures will be submitted online at least quarterly through [WebGrants 3](#).
 - 1. If a new system for invoicing is utilized, DWS-OHS will notify GRANTEE of the process for submitting claims for reimbursement.
 - iii) Claims must be submitted on a cost reimbursement basis with attached supporting documentation.

- iv) Changes to the budget must be approved in writing by DWS-OHS prior to the expenditure date, unless authorized by OHS.

VIII. **Funding Source(s)**

- A. All items contained within this agreement must comply with requirements of the funding source listed in the agreement, which includes:
 - i) [24 C.F.R. Part 574](#), Housing Opportunities for Persons with AIDS (HOPWA).

Attachment C

CASE MANAGEMENT STANDARDS

ALL PROJECT REQUIREMENTS

The Housing First Model must be followed with all projects funded by DWS-OHS. It is not acceptable to require participation in case management services, however case management must continually engage with project participants and offer case management services. It is important to note that the purpose of any case management should be to engage the project participant. Additionally, a project participant must not be evicted from, or terminated from, the project for failure to meet with the case manager.

Case managers are expected to utilize UHMIS or a comparable database to record Case Management services (UHMIS Service ID 702) and Case Plan progress. The case plan (ongoing assessment of participant service needs) should be created and entered into UHMIS within 7 calendar days of enrollment, or date of engagement, in the project. A date of engagement (Element 4.13) is defined as the date a client becomes engaged by a street outreach or night-by-night emergency shelter in the development of a plan to address their situation (FY 2024 [HUD HMIS Data Standards Manual](#)). Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time.

BASELINE DEFINITION

A case manager supports the client in addressing their physical, psychological and social needs and helps them obtain or maintain housing. Case management is the process of collaborating with the person or household experiencing homelessness to identify their current needs and implement a plan to address those needs. Case managers are responsible for helping create plans that must include how the client will obtain or maintain stable housing. Plans could also include employment needs, mental and physical health needs, transportation, crisis needs, and so forth.

RAPID RE-HOUSING / PREVENTION CASE MANAGEMENT

All individuals enrolled in a rapid re-housing or prevention project must have access to case management. Required case management plans must assess the client's ability to assume rent after the end of assistance, working to increase all available sources of income, and long-term connections to mental and physical health supports, transportation, and other needs for housing stability.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. While monthly meetings are the foundation of effective case management, it is required that projects provide adequate support throughout the client's enrollment. Case management meetings could take place in the project participant's home or could take place elsewhere, such as an office location or over the phone. Projects should maintain flexible case management schedules as required by project needs.

TRANSITIONAL HOUSING CASE MANAGEMENT

All individuals enrolled in a transitional housing project must have access to case management. Required case management plans must support the client's goals of securing housing after the end of the transitional housing project. Case management plans will also support the project participant to increase all available sources of income, long-term connections to mental and physical health supports, transportation, and other needs for housing stability.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. While monthly meetings are the foundation of effective case management, it is required that projects provide adequate support throughout the client's enrollment. Case management meetings could take place in the project participant's home or could take place elsewhere, such as an office location or over the phone. Projects should maintain flexible case management schedules as required by project needs.

PSH CASE MANAGEMENT

All individuals enrolled in a permanent supportive housing project must have a case management plan to help clients achieve long term goals and retain permanent

housing. Case management plans should explore move on strategies that address the individual needs of the client. Case managers must help facilitate relationships building between their landlord and fellow tenants.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. While monthly meetings are the foundation of effective case management, it is required that projects provide adequate support throughout the client's enrollment. Case managers must assist residents in obtaining long term stable sources of income including but not limited to mainstream benefits and earned income. Projects should maintain flexible case management schedules as required by project needs. Case management meetings should take place in a clients apartment when possible.

ENTRY EXIT AND NIGHT-BY-NIGHT EMERGENCY SHELTER

All individuals enrolled in an emergency shelter project must have access to case management. Required case management plans primarily support the client's goals of securing housing as quickly as possible. Case management plans could also include goals related to increasing all available sources of income, long-term connections to mental and physical health supports, transportation, and other needs for housing stability when appropriate and desired by the client. Effective case management is required to provide adequate support throughout the client's enrollment and should be provided weekly. Additionally, case managers are expected to at least monthly review, monitor, and modify case management plans. Projects should maintain flexible case management schedules as required by project needs.

STREET OUTREACH

All individuals enrolled in a street outreach project must have access to case management. Required case management plans primarily support the client's goals of securing more stable housing as quickly as possible. This may include plans to temporarily stay with friends or family or entering an appropriate residential project, such as emergency shelter or a healthcare facility.

Case management plans could also include goals related to increasing all available sources of income, long-term connections to mental and physical health supports,

transportation, and other needs for housing stability when appropriate and desired by the client. Effective case management is required to provide adequate support throughout the client's enrollment and should be attempted weekly. Additionally, case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. Projects should maintain flexible case management schedules as required by project needs.

The applicant has read and understands the case management standards mentioned in this document.

Signature

Date

Attachment D: Evaluation Score Sheet
HOPWA FY25 RFGA
 25-DWS-S010

Application #: _____
 Organization: _____
 Evaluator #: _____

Score will be assigned as follows:
0 = Failure, no response
1 = Poor, inadequate, fails to meet requirement
2 = Fair, only partially responsive
3 = Average, meets minimum requirement
4 = Above average, exceeds minimum requirement
5 = Superior

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box).

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
NARRATIVE				
1. DETAILED PROJECT SUMMARY: (5 points possible)				
Did the organization provide a detailed summary of the project, and describe how the project will provide specific services outlined in the budget?		X1		5 points possible
3. STRATEGIC PLAN: (5 points possible)				
Did the organization provide a detailed description of how their project contributes towards the goal they selected in question 2?		X1		5 points possible
4. LHC PARTICIPATION: (5 points possible)				
Did the organization provide a information regarding their level of participation in the LHC coordinated entry process?		X1		5 points possible
5. HOPWA STEERING COMMITTEE PARTICIPATION: (5 points possible)				
Did the organization provide a description of their current level of participation in the HOPWA Steering Committee? Did they specify any steering committee roles or responsibilities?		X1		5 points possible
6. RECENT HUD FUNDING EXPERIENCE: (5 points possible)				
Did the organization provide a description of their recent experience administering HUD funding?		X1		5 points possible
7. PREVIOUS EXPERIENCE: (5 points possible)				
Did the organization provide a description of their recent experience serving people living with HIV/AIDS?		X1		5 points possible
8. COORDINATION WITH OTHER PROVIDERS: (5 points possible)				
Did the organization provide a description of how the proposed project will coordinate with other providers who specialize in serving individuals living with HIV/AIDS? Did the organization provide any Memorandums of Understanding or subgrants, if applicable?		X1		5 points possible
ADDITIONAL REQUIREMENTS				
BUSINESS LICENSE OR ARTICLES OF INCORPORATION:				
If applicable, the organization has provided a Business License or Articles of Incorporation.	Yes/No	N/A	N/A	N/A
501(c)(3):				
If applicable (non-profit) the organization has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	N/A
CERTIFICATE OF INSURANCE:				
If applicable, the organization has provided a Certificate of Insurance.	Yes/No	N/A	N/A	N/A

INDIRECT COST RATE AGREEMENT or COST ALLOCATION PLAN:				
If applicable, the organization has provided an Indirect Cost Rate Agreement or a Cost Allocation Plan.	Yes/No	N/A	N/A	N/A
BUDGET				
BUDGET NARRATIVE AND ITEMIZATION FORM: (5 points possible)				
Does the budget give detail, showing how specific amounts were calculated and how funding will be utilized? Details include the cost breakdown for each line item, including any requested administrative costs. *Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). Costs appear reasonable and customary.		X1		5 points possible
TOTAL EVALUATION POINTS		Total		40 points possible

Evaluator Notes and Comments:

ATTACHMENT E

BACKGROUND CHECK REQUIREMENTS

CRIMINAL BACKGROUND CHECK REQUIREMENTS
FOR
GRANTEES AND CONTRACTORS PROVIDING SERVICES TO
DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS

- A. Unless Contractor is exempt under section C, Contractor shall obtain:
1. an annual BCI check for each employee or volunteer who has access to DWS customer confidential information; and
 2. a fingerprint-based national criminal history record check from the FBI for each employee or volunteer who provides direct services or who has direct access.
 - a. If Contractor uses the FBI Next Generation Identification fingerprint-based check or Rap Back system, a background check is required only once for the employee or volunteer for as long as Contractor is receiving notification.
- B. Contractor must obtain background checks according to Contractor's qualifications to request background checks.
1. Contractor must be certified or must become certified as a qualifying entity by BCI if Contractor meets the qualifications to request criminal history information under Title 53, Chapter 10, Criminal Investigations and Technical Services Act, and federal law, including Public Laws 105-251, 109-248, and 92-544 (qualified entities working with children or vulnerable adults, fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements identified in subsection B.1, Contractor shall require each employee or volunteer for whom a background check is required to obtain a background check in compliance with section A.
 - a. BCI information may be found at <https://bci.utah.gov/obtaining-utah-criminal-history-records-of-your-employees/>.
 - b. FBI information may be found at <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.
- C. Sections A and B do not apply to a Contractor who is required by law or by another governmental entity (e.g., Child Care Licensing, State Universities, Shelter Licensing) to obtain background checks for employees and volunteers. If Contractor is exempt under this section C, Contractor shall:
1. provide DWS with Contractor's background check policy, which must identify:
 - a. the type of background check required;
 - b. who is required to be background checked;
 - c. the frequency of the background check; and
 - d. the criteria used to determine whether the individual passes or fails the background check;
 2. submit proof to DWS of Contractor's compliance with the law, regulation, or requirement that Contractor obtain background checks; and

3. immediately notify DWS if an employee's or volunteer's shows any criminal history identified in section E.
- D. Contractor shall immediately notify DWS if an employee's or volunteer's record shows any criminal history identified in section E.
- E. Unless otherwise and expressly authorized by DWS, Contractor shall restrict or prohibit an individual from accessing confidential information, providing direct service, or having direct access:
 1. until a valid background check is completed; or
 2. if the background check indicates:
 - a. a conviction or plea in abeyance for any matter involving:
 - i. a financial crime, including theft, fraud, identity theft, larceny, and embezzlement;
 - ii. illegal drug use or trafficking;
 - iii. a sexual offense;
 - iv. lewdness;
 - v. domestic violence;
 - vi. battery;
 - vii. a crime against the individual under Title 76, Chapter 5, Offenses Against the Individual, or similar offense in another state; or
 - viii. any Utah felony or class A misdemeanor, or a similar offense in another state; or
 - b. any other conduct or action that, in the judgment of DWS:
 - i. may create a risk of harm to a DWS customer, a minor, or a vulnerable adult; or
 - ii. suggests the individual may compromise confidential information.
- F. A guest is not required to complete a background check. Contractor shall ensure a guest does not have access to confidential information.
- G. If Contractor is a youth service organization, Contractor shall comply with Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).
 1. Contractor shall:
 - a. complete a registered sex offender check for each youth worker;
 - b. provide reasonable training in sexual abuse identification and reporting to each youth worker; and
 - c. implement reasonable child abuse prevention policies and procedures as required by Utah Code section 80-8-202 (2024 Senate Bill 158).
 2. Contractor may not employ an individual as a youth worker or allow the individual to volunteer as a youth worker:
 - a. unless Contractor has completed a registered sex offender check for the individual; or

- b. if the individual is registered on the state's Sex and Kidnap Offender Registry or the National Sex Offender Public Website.
- H. Contractor shall be responsible for all expenses associated with each background or other check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS in this Agreement.
- I. Contractor shall maintain records demonstrating Contractor's compliance under this Attachment, including annual and verifiable background or other checks for each individual, and provide such records to DWS upon request.
- J. DWS may terminate this Agreement if Contractor fails to complete a background or other check for an employee or volunteer, fails to maintain records, or otherwise fails to perform its obligations under this Attachment.
- K. Definitions.
 - 1. "BCI" means the Utah Bureau of Criminal Identification.
 - 2. "Confidential information" means personal identifying information, including medical records, clinical records, counseling records, financial records, and case information.
 - 3. "Contractor" means a DWS contractor, subcontractor, grantee, or subgrantee.
 - 4. "Direct access" means an individual has, or likely will have, contact with or access to a minor or vulnerable adult and such contact or access provides the opportunity for personal communication or touch. See Title 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 5. "Direct service" means the provision of services to a minor or vulnerable adult in the physical presence of the minor or vulnerable adult. Services include counseling, mentoring, job coaching, training, job search activities, testing, or providing mental health and medical services.
 - 6. "DWS" means the Utah Department of Workforce Services or its divisions.
 - 7. "DWS customer" means an individual served with funding provided by DWS.
 - 8. "Guest" means an individual in the program temporarily and who will not be allowed unsupervised direct access.
 - 9. "Minor" means an individual under the age of 18 years old.
 - 10. "Vulnerable adult" means:
 - a. an individual 65 years old or older; or
 - b. an adult 18 years old 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 the adult's ability to:
 - i. provide personal protection;
 - ii. provide necessities such as food, shelter, clothing, or medical or other health care;
 - iii. obtain services necessary for health, safety, or welfare;

- iv. carry out activities of daily living;
 - v. manage the adult's own resources; or
 - vi. 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 Individual.
11. "Youth service organization" and "youth worker" are defined in Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).

ATTACHMENT F 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 they are 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 include, 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.

DWS Code of Conduct Rev 02-11-2015 ebd

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.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT G

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.

Signature

Date

Print Name

**APPENDIX A
GRANT APPLICATION COVER SHEET & PROJECT INFORMATION
DWS-OHS HOPWA FY25 RFGA**

ORGANIZATION LEGAL NAME: _____
PROJECT NAME: _____
ORGANIZATION ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
FEDERAL TAX ID #: _____ **VENDOR #:** _____
UNIQUE ENTITY IDENTIFIER (UEI) #: _____
ORGANIZATION TYPE:
 INDIVIDUAL/SOLE PROPRIETOR _____ GOVERNMENT AGENCY _____
 NON-PROFIT (ATTACH 501(c)(3) LETTER) _____

EXECUTIVE DIRECTOR OR EQUIVALENT (PERSON AUTHORIZED TO SIGN AWARDED GRANT)

NAME: _____ **POSITION:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
PHONE: _____ **EMAIL:** _____

GRANT ADMINISTRATOR (IF DIFFERENT FROM ABOVE)

NAME: _____ **POSITION:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
PHONE: _____ **EMAIL:** _____

FINANCIAL ADMINISTRATOR (IF APPLICABLE)

NAME: _____ **POSITION:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____
PHONE: _____ **EMAIL:** _____

PROJECT INFORMATION

SECTION A: PROJECT INFORMATION
 THIS PROJECT IS (PLEASE CHECK ONE):
 EXISTING PROJECT FUNDED BY OHS IN FY24 _____ NEW PROJECT _____
 EXISTING PROJECT NOT FUNDED BY OHS IN FY24 _____
PROJECT TYPE:
 SHORT-TERM RENT, MORTGAGE AND UTILITY ASSISTANCE (STRMU) _____
 PERMANENT HOUSING PLACEMENT (PHP) _____
 TENANT BASED RENTAL ASSISTANCE _____
 TRANSITIONAL/SHORT-TERM FACILITIES _____
 DOMESTIC VIOLENCE SERVICE PROVIDER (DVSP): YES _____ NO _____
 IF YES, USING A HMIS COMPARABLE DATABASE? YES _____ NO _____

https://jobs.utah.gov/departments/rfg/housing

Utah Forms SAMPLE

LOCATED IN WHICH LOCAL HOMELESS COUNCIL (LHC):

SECTION B: FUNDING

TOTAL GRANT FUNDS REQUESTED:

ESTIMATED NUMBER OF PERSONS SERVED:

SECTION E: ATTACHMENTS

REQUIRED DOCUMENTS TO ATTACH:

APPENDIX B - GRANT APPLICATION NARRATIVE

APPENDIX C - BUDGET NARRATIVE AND ITEMIZATION FORM

APPENDIX D - FEATA CERTIFICATION BY SUBRECIPIENT (not required for State Agencies or Component Units of the State)

IF APPLICABLE, ATTACH:

BUSINESS LICENSE OR ARTICLES OF INCORPORATION

501(c)(3) LETTER

INDIRECT COST RATE OR COST ALLOCATION PLAN

CERTIFICATE OF INSURANCE

MEMORANDUMS OF UNDERSTANDING (MOUs) / OTHER PARTNERSHIP AGREEMENTS
(IF MULTIPLE, COMBINE INTO ONE DOCUMENT BEFORE ATTACHING)

BY SUBMITTING THIS APPLICATION, THE APPLICANT CERTIFIES THAT ALL INFORMATION PROVIDED ON THIS FORM IS COMPLETE AND ACCURATE.

<https://jobs.utah.gov/department/rfa/housing> Forms Found Here: **SAMPLE**

APPENDIX B
GRANT APPLICATION NARRATIVE
HOPWA FY25 RFGA

ORGANIZATION NAME: _____
PROJECT NAME: _____

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

1) Please provide a detailed summary of the project and describe how the project will provide the specific services outlined in the budget (Appendix C).

<https://jobs.utah.gov/department/rfg/housing>
SAMPLE
Forms Found Here:

2) Which of the State Strategic Plan goals does the project contribute towards?

(Select all that apply)

Goal 1: Increase accessible and affordable permanent housing opportunities for people experiencing homelessness across the state.

Goal 2: Increase access to and availability of supportive services and case management for people experiencing and at risk of homelessness.

Goal 3: Expand homeless prevention efforts by increasing coordination, resources, and affordable housing opportunities.

Goal 4: Target housing resources and supportive services to people experiencing unsheltered homelessness.

Goal 5: Promote alignment and coordination across multiple systems of care to support people experiencing and at risk of homelessness.

3) Please describe in detail how your project contributes toward the goal(s) selected above.

SAMPLE
Forms Found Here:
<https://jobs.utah.gov/department/rfg/housing>

4) Describe your project's level of participation in the LHC coordinated entry process.

5) Describe your agency's level of participation currently in the HOPWA Steering Committee. Include any specific steering committee roles or responsibilities.

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

Forms Found Here:
SAMPLE

6) Describe your agency's recent experience administering HUD funding.

7) Describe your agency's previous experience serving people living with HIV/AIDS.

<https://jobs.utah.gov/department/rfg/housing>
Forms Found Here:
SAMPLE

8) Describe how the proposed project will coordinate with other providers who specialize in serving individuals living with HIV/AIDS. Please include specific Memorandums of Understanding or applicable subgrants (attach to Appendix A - Grant Cover Sheet and Project Information).

<https://jobs.utah.gov/department/rfg/housing>
SAMPLE
Forms Found Here:

Appendix C
DWS Office of Homeless Services
Budget Narrative and Itemization Form

July 1, 2024-June 30, 2025

Agency:	
HMIS Project Name:	
HMIS Project Type:	
Project Funding Request Amount:	

Please reference the below eligible expense guide for budget creation. This guide has specific information regarding indirect and direct admin calculations. Agency must continue to use admin rate or methodology that was used in any previous DWS contracts.

[Eligible Expense Guide](#)

All planned expenses must be itemized (I.E. 20 cots at \$100 each totaling \$2,000). Admin costs may be reduced to comply with Federal and State caps if required.

Category I Indirect Expenses (Budget line items below that are included in the Minimis marked with *)	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, office furniture, or any items over \$5,000 that such use may extend beyond contracting period)</i>		\$ -
Program Insurance <i>(Does not include fringe benefits for staff)</i>		\$ -
Agency Space Costs <i>(e.g. rent, lease, etc.)</i>		\$ -
Agency Utilities <i>(consistent monthly utility charges - gas, water, etc.)</i>		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security, etc.)</i>		\$ -
Supplies <i>(e.g. consumable goods)</i>		\$ -
Travel & Transportation		\$ -

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

Total Category I/Category II Administrative Expenses

\$ -

Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
*Salaries		\$ -
*Fringe Benefits		\$ -
Client Rent and Arrears Payments		\$ -
Client Deposit, App Fees, and Utility Assistance		\$ -
Client Services <i>(e.g. education services, employment & training, legal services, client transportation, and such)</i>		\$ -
Hotel/Motel Payments		\$ -
*Program Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Conference Attendance and Staff Training/Development		\$ -
*Professional Fees & Contract Services <i>(e.g. consultants, security, and such)</i>		\$ -
Program Equipment <i>(e.g. computers, office furniture, or any items over \$5,000 that such use may extend beyond contracting period)</i>		\$ -
Program Insurance <i>(Does not include fringe benefits for staff)</i>		\$ -
Program Supplies, Space Utilities, Internet, Etc. <i>(e.g. rent, lease, and such)</i>		\$ -
Program Transportation		\$ -
*Subawards <i>(e.g. pass-through)</i>		\$ -
Total Category III Project Expenses		\$ -
Total Expenses Category III and Category IV		\$ -

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

SAMPLE Forms Found Here!



State of Utah
Department of Workforce Services

Appendix _____: 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 UEI number, belongs) receive:

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

- 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 under 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 (accommodations) 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.