



DEPARTMENT OF  
**WORKFORCE  
SERVICES**

# Request for Grant Applications

Revision: 10.10.24

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**Grant Name:** Deeply Affordable Housing Fund Round III

**Solicitation Number:** 25-DWS-S013

**Funding Source:** American Rescue Plan Act (ARPA) & State General Fund

**Total Funding Available:** \$10,820,608.00

**Grant Period of Performance:** December 1, 2024, to December 31, 2026

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

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## Due Date

Application Due Date: October 18, 2024, by 5:00 p.m. MDT

- [Application Submission Link](#)
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## Other Important Dates

1. Pre-Proposal Meeting: October 9 at 9:00 a.m. – 11:00 a.m. MDT
  - Virtual Option Only
    - Video call link: <https://meet.google.com/pjx-zfzi-oit>
    - Or dial: +1 252-423-4287 PIN: 157 981 197#
2. Period to ask questions closes one day prior to the application due date.
  - [Link to Submit Questions](#)
  - [Q&A Posting](#)

## Description of Grant

The Deeply Affordable Housing Fund (DAHF) was established in 2022 by the State of Utah Legislature through American Rescue Plan Act (ARPA) funding. The DAHF provides the capital funding needed to create units across the state to serve individuals at or below 30% of the Area Median Income (AMI). Projects that receive awards from the DAHF must provide adequate case management services for individuals in DAHF-designated units. DWS-OHS will prioritize DAHF Round III funding for projects that will create homeless-dedicated units.

## Minimum Requirements

- Capacity to create units across the state that will service individuals at or below 30% of the AMI.
- Ability to provide case management services for individuals in DAHF-designated units.
- The project must be located in Utah.

- Adherence to all requirements set forth in the Scope of Work and executed contract.
- Compliance with all current and future American Rescue Plan guidance and State and Local Fiscal Recovery Plan guidance.  
(<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>).
- Fully expend awarded funds by December 31, 2026.

### **Funding Distribution**

- Funding will be distributed to organizations based on applications that meet the needs of DWS-OHS.
- All awarded organizations must execute their contract no later than December 20, 2024. If this is not met, the organization is no longer eligible and will forfeit any funds included in their Intent to Award letter.
- All awarded organizations must expend funds by December 31, 2026.

### **Scope of Work**

The proposed Scope of Work has been attached to this RFGA. Applicants should review the Scope of Work before submitting their responses to the Application requirements. The Scope of Work may be subject to change.

### **Post Award Document Requirements**

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

1. Certificate of Insurance
2. Pre-Award Risk Assessment

### **Attachments**

Attachment A: DWS Grant Terms and Conditions  
 Attachment B: Scope of Work  
 Attachment C: DWS-OHS DAHF Eligible Expense Guide  
 Attachment D: DWS-OHS Case Management Standards  
 Attachment E: DWS Criminal Background Check Requirements  
 Attachment F: Code of Conduct  
 Attachment G: Non-Disclosure Agreement  
 Attachment H: Coordinated Entry Process Participation Verification  
 Attachment I: Evaluation Score Sheet

### **Contacts**

- Contract Owner: Lily Ward; [lward@utah.gov](mailto:lward@utah.gov)
- Contract Analyst: Sarah Smith; [sarahsmith@utah.gov](mailto:sarahsmith@utah.gov)

## Submission Instructions

1. Complete and submit the online application and attach the required forms and documents.
2. Prior to filling out the online application, complete and compile the following documents which will be attached to *Appendix A – Grant Application Cover Page* during submission of the application.
  - a. Forms provided by DWS:
    - i. Appendix B – Grant Application Narrative
    - ii. Appendix C – Unit Breakdown and Budget
    - iii. Appendix D – FFATA Certification by Subrecipients- not required for State Agencies and Component Units of the State
    - iv. Appendix E – State Funding Received by Agency
  - b. Additional documents to be attached to the application, not provided by DWS:
    - i. Evidence of Site Control
    - ii. Letter of Support from Local Homeless Council (LHC); if feasible
    - iii. Certificates of insurance (not required for government entities)
    - iv. Business License or Articles of Incorporation (if applicable)
    - v. 501(c)(3) letter (if applicable)

## Additional Submission Information

1. Separate applications are required for each project.
2. Applicants must bear the cost of preparing and submitting the 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 required documentation may not be considered complete 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. Applicants must respond within the time period provided in the request.
8. The Build America, Buy America Act (BABA) does not apply to units constructed with DAHF Round III funds given that funds were allocated to DWS prior to the BABA implementation period.
9. Environmental Review Records (ERRs) do not apply to DAHF Round III projects given the granted ERR waiver.
10. 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.

## Question and Answer

1. The question and answer 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 Question and Answer period.
3. Answers will be posted on <https://jobs.utah.gov/department/rfg/index.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

An addendum shall be published within a reasonable time prior to the deadline applications are due. An 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.

## Evaluation and Award

1. Grant applications will be evaluated on a competitive basis.
2. Applicants must be available for questions or clarification during the grant review period.
3. Applicants may not be awarded under this grant if the funding would overlap with state funded direct award grant(s) that substantially serve the same purpose of this grant.
  - a. Direct award grant means a grant that is funded by money that the Legislature intends the state agency to pass through to one or more recipients without a competitive process (H.B. 335).
4. Applicants must be available for presentations upon request.
5. Applications may score a maximum of 29 points. Applications scoring below 15 points may not be considered.
6. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
7. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
  - a. Awards may be determined to ensure statewide services.
  - b. Priority may be given to projects that have required zoning or have started the zoning change process.
8. Organizations previously receiving funding from DWS should be in good standing to be considered for a Grant.
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.

### **Funding Details**

1. Claims for reimbursement of expenditures will be submitted online through [WebGrants3](#). If a new system for invoicing is utilized, DWS-OHS will notify the organization of the process for submitting claims for reimbursement.
2. Up to 95% of awarded funds may be initially provided as negotiated with DWS-OHS upon receipt of proper documentation.
3. No less than 5% of awarded funds will be provided upon submission of complete and final expenditure documentation, including payroll reports, invoices, and any other applicable documentation.
4. DWS-OHS reserves the right to award partial grants.

## SUBMISSION CHECKLISTS

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

<b>Application Checklist</b>	
<input type="checkbox"/>	Appendix A: Grant Application Cover Page
<input type="checkbox"/>	Appendix B: Grant Application Narrative
<input type="checkbox"/>	Appendix C: Unit Breakdown and Budget
<input type="checkbox"/>	Appendix D: FFATA Certification by Subrecipients (Not required for State Agencies and Component Units of the State)
<input type="checkbox"/>	Appendix E: State Funding Received by Agency
<input type="checkbox"/>	Evidence of Site Control
<input type="checkbox"/>	Letter of Support from Local Homeless Council (LHC); if feasible
<input type="checkbox"/>	Certificate of insurance – not required for Government Entities
<input type="checkbox"/>	Business License or Articles of Incorporation – if applicable
<input type="checkbox"/>	501(c)(3) Letter – if applicable

**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, 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 acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. GRANTEE certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.

- e. 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.
  - f. 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 comply with the Government Data Privacy Act (GDPA), Title 63A, Chapter 19, under which a GRANTEE that enters into or renews an agreement with a governmental entity and processes or has access to personal data as part of the GRANTEE's duties under the agreement, is subject to the requirements of the GDPA with regard to the personal data processed or accessed by the GRANTEE to the same extent as required of the governmental entity.  
 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](http://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 agrees to participate in follow-up audits as requested by 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**

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

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

**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:
- Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
  - Allowable under applicable cost principles.
  - Not paid by the Federal Government under another award except where authorized by Federal statute.
  - In accordance with the appropriate Federal grant being matched.
  - 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**  
**Contract #**  
**Name of GRANTEE**

**I. DAHF Background**

In the 2022 and 2023 General Session, the Utah Legislature allocated American Rescue Plan Act (ARPA), Emergency Rental Assistance (ERA), and state funds to the Department of Workforce Services, Office of Homeless Services (DWS-OHS). These funds make up the Deeply Affordable Housing Fund (DAHF) and will support the acquisition, construction, and rehabilitation of projects that serve households whose income at or below 30% of the area median income (AMI). DWS-OHS will prioritize projects that will create homeless-dedicated units for [Literally Homeless](#) as defined by the Department of Housing and Urban Development (HUD).

**II. Purpose**

- A. This agreement is to provide homeless services through projects approved for funding by the Utah Homeless Services Board (UHSB), with efforts focused on making episodes of homelessness rare, brief, and nonrecurring.
- B. This agreement is providing \$XXX in funding via XXX dollars for the GRANTEE's project located at [address](#).
- C. GRANTEE will carry out the following activities under this contract:
  - a. [Acquisition](#)
  - b. [Rehabilitation](#)
  - c. [Construction](#)
- D. Utah Homeless Management Information System (UHMIS or HMIS) project name:
  - a. XXX

**III. GRANTEE Project Responsibilities**

Project shall:

- A. Contain # deeply affordable-dedicated units for households at or below 30% AMI as well as # units dedicated to households experiencing homelessness.
- B. [Number of actions, service/goods provided, timelines, expectations based on the information contained in their application.](#)

**IV. Additional Responsibilities**

GRANTEE shall:

- A. Have policies and procedures outlining processes for abiding by the following regulations:
  - 1. [2 CFR 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - 2. [24 CFR Part 5](#) - Generally Applicable Definitions and Requirements; Waivers
  - 3. [24 CFR Part 51](#) - Environmental Criteria and Standards
  - 4. [31 CFR Part 35](#) - Coronavirus State and Local Fiscal Recovery Funds
  - 5. Utah State Code Section [35\(A\)-16-601](#)
- B. Abide by the following during the affordability period:
  - 1. GRANTEE shall sign, notarize, and record a deed restriction, which must run with the title to the property and be binding upon the successors, assigns, lenders, and beneficiaries of the parties. The deed restriction shall run from the date of execution of the deed restriction and remain in effect for no less than [25/50](#) years. The template for the deed restriction will be provided to the GRANTEE by DWS-OHS after the contract is executed.
  - 2. GRANTEE must complete the provided deed restriction to remain compliant with program requirements. If GRANTEE already has a deed restriction in place

- outside of DWS-OHS, GRANTEE must notify DWS-OHS and provide documentation for DWS-OHS to review.
- C. Abide by the attached DWS-OHS Case Management Standards.
  - D. Provide activities that align with and support the UHSB and the [Statewide Collaboration for Change: Utah's Plan to Address Homelessness](#).
  - E. Support Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
  - F. Participate in the local Coordinated Entry System, including consistent contributions benefitting the maintenance of the applicable CoC by-name list or LHC prioritization process.
  - G. Complete all training required by the [UHMIS Policies and Procedures](#) if applicable and other training deemed necessary by DWS-OHS staff.
  - H. Participate in the Annual Point-in-Time (PIT) Homeless Count.
  - I. Participate in the Housing Inventory Count (HIC).
  - J. Support data initiatives and other federally mandated reporting as requested by DWS-OHS.
  - K. 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.
  - L. Ensure all project personnel with access to client-level data are in compliance with the requirements outlined in the attached Background Check Requirements.
  - M. Ensure that all project personnel with access to client-level data have reviewed and signed the attached Code of Conduct and Non-Disclosure Agreement at the beginning of the contract or upon hire. Signed copies of the Code of Conduct and Non-Disclosure Agreement must be maintained in employee files for compliance review.
  - N. Operable projects are subject to employee personnel document review by DWS-OHS.
  - O. Prioritize the ongoing cleanliness and maintenance of the facility for those projects that receive funding related to a specific facility. DWS-OHS will perform periodic inspections of the projects to ensure these expectations are being met and to assist GRANTEE in meeting these expectations as necessary.
  - P. Attain written approval from DWS-OHS for any deviations from this Scope of Work. Deviations include, but are not limited to, a significant adjustment of deeply affordable- or homeless-dedicated units or the inclusion of a Subgrantee not previously approved. If a Subgrantee is included in project outcomes, GRANTEE is responsible for any Subgrantee's compliance with the Terms and Conditions of this contract and will provide DWS-OHS with a copy of any agreements with Subgrantees. DWS-OHS reserves the right to deny any change requests.

## V. GRANTEE Loan Responsibilities

- A. If funds are being loaned to another entity, the following are required as part of GRANTEE's loan agreement:
  1. The loan must have a term of not less than 20 years,
  2. The affordable housing project being financed must have an affordability period of not less than 20 years after the project or assisted units are available for occupancy after having received the State & Local Fiscal Recovery Funds (SLFRF) investment,
  3. The project owner must agree, as a condition for accepting such a loan, to waive any right to request a qualified contract (as defined in [Section 42\(h\)\(6\)\(F\) of the Federal LIHTC Code](#)),
  4. Agree to repay any loaned funds to DWS-OHS at the time the project becomes non-compliant, including if such project ceases to satisfy the requirements to be a qualified low-income housing project (as defined in section [42\(g\) of the](#)

- [Federal LIHTC Code](#)) or a qualified residential rental project (as defined in section [142\(d\) of the Federal LIHTC Code](#)) or if such project fails to comply with any of the requirements of the extended low-income housing commitment that are described in section [42\(h\)\(6\)\(B\)\(i\)-\(iv\) of the Federal LIHTC Code](#).
5. Provide DWS-OHS a drafted copy of any loan documents between GRANTEE and a third party prior to expenditure of funds,
  6. Provide DWS-OHS a copy of the executed loan document between GRANTEE and a third party within 30 days of execution of the loan,
  7. Provide DWS-OHS a full record of all loan payments expended or received annually or as requested by DWS-OHS,
  8. Agree to comply with the Coronavirus SLFRF Final Rule requirements, established by the U.S. Treasury, along with Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions documents created by the Treasury,
  9. Agree that the interest rate charged on loans to fund investments in affordable housing projects must not exceed the rate of other similar securities,
  10. Utilize any funds received as repayment of the above-referenced loan to further housing affordability in the State of Utah, as permitted by applicable federal laws and requirements.
    - a. Project details must be provided to DWS-OHS for written approval prior to the utilization of repaid funds for this purpose. If no project is identified, loan repayments must be returned to the State of Utah within 90 days of receipt.
  11. Provide documentation acceptable to DWS-OHS that funds have been transferred from GRANTEE to the entity in which funds are loaned to within 10 business days of funds being received by GRANTEE.

## VI. Client and Unit Eligibility

The project must comply with the following requirements:

- A. Within deeply affordable-dedicated units, serve only households whose income is at or below 30% of the [AMI](#) for households of the same size in the county or municipality where the project is located.
- B. [Serve households that have been impacted by COVID-19 in accordance with 42 U.S.C. Sec. 802 or who are presumptively eligible according to the U.S. Treasury State and Local Fiscal Recovery Fund guidance. For a complete list of presumptively eligible criteria, please refer to the \[Treasury Guidelines\]\(#\).](#)
- C. Confirmation of households' AMI must be verified by GRANTEE or Subgrantee prior to move-in and annually thereafter. Households residing in deeply affordable-dedicated units must pay no more than 30% of their monthly income toward rent.
- D. Rental rates must be no greater than those described in the Housing and Urban Development-published [Fair Market Rents](#) (FMR).

## VII. Utah Homeless Management Information System (UHMIS or HMIS) or Comparable Database

- A. For projects that are operational and serving households:
  1. [Non-Domestic Violence Service GRANTEE is required to enter all data elements into UHMIS that comply with the current \[HUD HMIS Data Standards Manual\]\(#\), other HUD-approved data standards manuals, and the State of Utah data standards within 5 days of client interactions.](#)
  2. [Non-Domestic Violence Service GRANTEE is required to ensure data entered into UHMIS for this program meets the minimum data quality standards as outlined in the \[UHMIS Standard Operating Procedures\]\(#\).](#)

3. Domestic Violence Service GRANTEE is required to enter all data elements into an HMIS comparable database that complies with the current [HUD HMIS Comparable Database Manual](#), other HUD-approved data standards manuals, and the State of Utah data standards 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.
  4. Domestic Violence Service GRANTEE (DVSP) must participate in annual reviews with DWS-OHS staff to confirm that the DVSP database is HMIS comparable as defined by the current HUD HMIS data standards, including being able to produce APR and CAPER reports to current federal specifications.
- B. All data entered into UHMIS or a HMIS-comparable database should be report-ready by the 15th day following the last day of each month. Report-ready is when data entered for that period is accurate and complete to the best of GRANTEE'S knowledge and ability.
- C. 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            |
- D. The full year's data will be pulled at the same time as the fourth quarter report. In addition, a narrative report will be required after completion of the grant.

**VIII. Other Reporting Requirements**

- A. GRANTEE must participate in statewide data collection and reporting efforts required by DWS-OHS.
- B. GRANTEE will need to provide any additional reporting as requested by DWS-OHS.
- C. While projects are in the development phase, the following reports are required:
  1. GRANTEE must submit a full project timeline that includes the specific date the project will be operational and the date the project will be fully occupied. The project timeline must be submitted via email within 60 days of contract execution.
    - a. If GRANTEE experiences delays that prevent this deadline from being met, GRANTEE must communicate this information during technical assistance or other communication with DWS-OHS.
  2. Once the project is operational and serving households, this section will no longer apply. Refer to the Outcomes Section for requirements for projects that are operational and serving households.

**IX. Case Management Requirements**

- A. In alignment with [Statewide Collaboration for Change: Utah's Plan to Address Homelessness](#), DWS-OHS has adopted Case Management Standards to ensure equitable access to high-quality services for all clients.
- B. The Housing Focused Model as outlined in the attached DWS-OHS Case Management Standards must be followed by all projects funded by DWS-OHS.
- C. Service plans must be created with the client within 7 days as outlined in DWS-OHS Case Management Standards and entered into UHMIS or a comparable database in accordance with HMIS Standards.

- D. Case management plans should be a collaboration between organizations for individuals that are enrolled in multiple projects at the same time.
- E. If the project does not fall in line with any of the programs referenced in DWS-OHS Case Management Standards, the projects under this Agreement shall align with the definition and requirements applied to the housing-based projects including Rapid Re-Housing and Homeless Prevention, Transitional Housing, or Permanent Supportive Housing.

**X. Outcomes**

- A. All projects have expected annual performance outcomes that are approved by DWS-OHS.
- B. Existing project expected outcomes are based upon the project's previous fiscal year HMIS data performance as recorded in UHMIS or a comparable database.
- C. New projects' expected outcomes are based on anticipated services delivered.
  - 1. Specific performance goals will be established through negotiation between GRANTEE and DWS-OHS staff during the first quarter.
- D. Outcomes will be reported using the HMIS quarterly reports provided by DWS-OHS.
- E. Projects that are operational for only a portion of a fiscal year will have goals adjusted accordingly.
- F. Performance Measures
  - 1. Case Management Standards

<b>Case Management Standards</b>	
<b>Performance Measures</b>	<b>Goal</b>
1. Number of heads of household referred to case management.	85%
2. Percentage of heads of household in each project with a case management plan entered in HMIS or DV Comparable database.	85%
3. Percentage of case plans for heads of household created within 7 days.	100%

**2. DAHF Project**

<b>Performance Measure</b>	<b>Goal</b>
1. Total number of units created (on the last day of reporting period).	To be established with the organization
2. Total number of units rent ready (on the last day of reporting period).	To be established with the organization
3. Total number of units occupied (on the last day of reporting period).	To be established with the organization
4. Total number of <i>Deeply Affordable</i> units created (on the last day of reporting period)	To be established with the organization

5. Total number of <i>Deeply Affordable</i> units rent ready (on the last day of reporting period).	To be established with the organization
6. Total number of <i>Deeply Affordable</i> units occupied (on the last day of reporting period).	To be established with the organization
7. Number of units occupied by qualified households at 30% AMI or below.	To be established with the organization
8. Percentage of performance reports submitted on time.	To be established with the organization

3. The following performance measures will be established with the organization once the project is operable and a certificate of occupancy has been granted for the property.

<b>Non-Deeply Affordable and DWS-OHS-funded Units</b>		
<b>Performance Measure</b>	<b>Description</b>	<b>Goal</b>
1. Units Available.	Unit types available in project (established in contract).	To be established with the organization
2. Average vacancy rate of units each month.	Percentage of units without tenants.	5-10%
3. Average number of vacancy days per unit.	Number of days vacant/number of rentable days.	10-20 days
4. Number of households housed.	People in units.	To be established with the organization
5. Number of people housed.	Individuals in units.	To be established with the organization
6. Number of people still housed at end of the report period.	Individuals remaining in units this quarter.	To be established with the organization
7. Number of people leaving the project at the end of the report period.	Number of leavers.	To be established with the organization

8. Average length of stay (in days) for people still housed.	Days of tenancy in rentable units.	To be established with the organization
9. Average length of stay (in days) for people leaving the project.	Number of days averaging staying in a project.	To be established with the organization
10. Number of households who left after receiving vacate notice.	After non-eviction 3-day pay-or-vacate- or other notice, number of households that exit a project.	To be established with the organization
11. Number of households legally evicted.	After the start of judicial proceedings, number of people receiving and having an executed legal eviction.	To be established with the organization
12. Number of people leaving to successful exits.	Total number of people who stayed in definable housing.	75-80%
13. Number of people leaving to neutral exits.	People who left the project, but did not return to homelessness or another housing option.	Under 10%
14. Number of people leaving to unsuccessful exits	Number of people who returned to a homeless services program.	Under 5%

<b>Non-Deeply Affordable and DWS-OHS-funded Units: Homeless Dedicated</b>		
<b>Performance Measure</b>	<b>Description</b>	<b>Goal</b>
1. Units Available.	Unit types available in project (established in contract).	To be established with the organization
2. Average vacancy rate of units each month.	Percentage of units without tenants.	5-10%
3. Average number of vacancy days per unit.	Number of days vacant/number of rentable days.	10-20 days



4. Number of households housed.	People in units.	To be established with the organization
5. Number of people housed.	Individuals in units.	To be established with the organization
6. Number of people still housed at end of the report period.	Individuals remaining in units this quarter.	To be established with the organization
7. Number of people leaving the project at the end of the report period.	Number of leavers.	To be established with the organization
8. Average length of stay (in days) for people still housed.	Days of tenancy in rentable units.	To be established with the organization
9. Average length of stay (in days) for people leaving the project.	Number of days averaging staying in a project.	To be established with the organization
10. Number of households who left after receiving vacate notice.	After non-eviction 3-day pay-or-vacate- or other notice, number of households that exit a project.	To be established with the organization
11. Number of households legally evicted.	After the start of judicial proceedings, number of people receiving and having an executed legal eviction.	To be established with the organization
12. Number of people leaving to successful exits.	Total number of people who stayed in definable housing.	75-80%
13. Number of people leaving to neutral exits.	People who left the project, but did not return to homelessness or another housing option.	Under 10%
14. Number of people leaving to unsuccessful exits	Number of people who returned to a homeless services program.	Under 5%

<b>Deeply Affordable and DWS-OHS-funded Units</b>		
<b>Performance Measure</b>	<b>Description</b>	<b>Goal</b>
1. Units Available.	Unit types available in project (established in contract).	To be established with the organization
2. Average vacancy rate of units each month.	Percentage of units without tenants.	5-10%
3. Average number of vacancy days per unit.	Number of days vacant/number of rentable days.	10-20 days
4. Number of households housed.	People in units.	To be established with the organization
5. Number of people housed.	Individuals in units.	To be established with the organization
6. Number of people still housed at end of the report period.	Individuals remaining in units this quarter.	To be established with the organization
7. Number of people leaving the project at the end of the report period.	Number of leavers.	To be established with the organization
8. Average length of stay (in days) for people still housed.	Days of tenancy in rentable units.	To be established with the organization
9. Average length of stay (in days) for people leaving the project.	Number of days averaging staying in a project.	To be established with the organization
10. Number of households who left after receiving vacate notice.	After non-eviction 3-day pay-or-vacate- or other notice, number of households that exit a project.	To be established with the organization

11. Number of households legally evicted.	After the start of judicial proceedings, number of people receiving and having an executed legal eviction.	To be established with the organization
12. Number of people leaving to successful exits.	Total number of people who stayed in definable housing.	75-80%
13. Number of people leaving to neutral exits.	People who left the project, but did not return to homelessness or another housing option.	Under 10%
14. Number of people leaving to unsuccessful exits	Number of people who returned to a homeless services program.	Under 5%

<b>Deeply Affordable and DWS-OHS-funded Units: Homeless Dedicated</b>		
<b>Performance Measure</b>	<b>Description</b>	<b>Goal</b>
1. Units Available.	Unit types available in project (established in contract).	To be established with the organization
2. Average vacancy rate of units each month.	Percentage of units without tenants.	5-10%
3. Average number of vacancy days per unit.	Number of days vacant/number of rentable days.	10-20 days
4. Number of households housed.	People in units.	To be established with the organization
5. Number of people housed.	Individuals in units.	To be established with the organization
6. Number of people still housed at end of the report period.	Individuals remaining in units this quarter.	To be established with the organization

7. Number of people leaving the project at the end of the report period.	Number of leavers.	To be established with the organization
8. Average length of stay (in days) for people still housed.	Days of tenancy in rentable units.	To be established with the organization
9. Average length of stay (in days) for people leaving the project.	Number of days averaging staying in a project.	To be established with the organization
10. Number of households who left after receiving vacate notice.	After non-eviction 3-day pay-or-vacate- or other notice, number of households that exit a project.	To be established with the organization
11. Number of households legally evicted.	After the start of judicial proceedings, number of people receiving and having an executed legal eviction.	To be established with the organization
12. Number of people leaving to successful exits.	Total number of people who stayed in definable housing.	75-80%
13. Number of people leaving to neutral exits.	People who left the project, but did not return to homelessness or another housing option.	Under 10%
14. Number of people leaving to unsuccessful exits	Number of people who returned to a homeless services program.	Under 5%

**XI. Monitoring**

- A. GRANTEE shall permit DWS-OHS the right of compliance reviews which may include but are not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. Monitoring activities shall begin as early as the start date of this Agreement and conclude no sooner than the performance end date detailed in the project's deed restriction. Some monitoring activities may be unable to be properly conducted until a project is fully operational and DWS-OHS will coordinate with GRANTEE to notify of any upcoming monitoring activities that require GRANTEE input.
- C. If it is discovered that GRANTEE is not in compliance with the contract, Collaborative Applicants may be included in the monitoring process to support DWS-OHS in remedying concerns.
- D. GRANTEE performance may impact future funding recommendations.
- E. GRANTEE must conduct inspections for each deeply affordable-dedicated unit prior to household move-in and annually thereafter. GRANTEE must also conduct inspections of

common and exterior spaces to ensure the ongoing cleanliness and maintenance of the project.

1. GRANTEE must utilize inspection forms outlined by HUD and keep a record of each inspection within the client file.
  - a. HUD currently permits the use of the Housing Quality Standards (HQS) process. Prior to October 2025, GRANTEE must update processes to utilize HUD's [National Standards for the Physical Inspection of Real Estate](#) (NSPIRE).
  - b. If GRANTEE is using a third-party property manager for the facility, GRANTEE is responsible for ensuring inspections are taking place and are sufficient to meet this requirement.
2. DWS-OHS will ask for documentation of completed inspections as needed.
3. If a deeply affordable-dedicated unit fails inspection, GRANTEE must keep documentation of all action items conducted to remedy the repair(s) and provide documentation to DWS-OHS upon request.
4. In addition to HQS/NSPIRE inspections, GRANTEE is required to conduct quarterly informal inspections of every deeply affordable-dedicated unit to ensure no immediate repairs are needed and that the household is living in a safe, stable, and functional living space.
  - a. Documentation verifying that units were checked quarterly must be included in each household's corresponding file. DWS-OHS encourages informal inspections to take place at a more frequent interval when possible but is not required.
5. GRANTEE agrees to comply with inspections by DWS-OHS as requested. These physical inspections may include reasonable notice to GRANTEE that a site inspection will take place with specific information about the number of units and scope of the inspection.

## **XII. Environmental Review Compliance**

- A. The SLFRF Deeply Affordable Housing project falls under expenditure category 2.15: Long-Term Housing Security: Affordable Housing. As such, the National Environmental Protection Act (NEPA) requirements do not apply, as the project is not reported under the Title I expenditure category for ARPA SLFRF.
- B. Projects supported with payments from these funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs or have certain federal licensing or registration requirements.

## **XIII. Budget**

- A. All funds must be expended by December 31, 2026.
- B. Invoicing for reimbursement:
  1. GRANTEE must adhere to the approved attached Budget Narrative and Itemization Form.
  2. Claims for reimbursement of expenditures will be submitted online no less than quarterly through [WebGrants 3](#).
    - a. If a new system for invoicing is utilized, GRANTEE will be notified of the process for submitting claims for reimbursement.
  3. Claims must be submitted on a cost reimbursement basis including supporting documentation.
  4. **Year-end payment is contingent upon DWS-OHS verification that grant requirements have been met.**
  5. All projects must meet requirements outlined in the [DWS-OHS DAHF Eligible Expenses Guide](#).

6. Changes to the budget must be authorized in writing by DWS-OHS prior to the expenditure date.
7. Any unspent funds do not roll over to the following fiscal year and contracts will be amended to return the unspent funds to DWS-OHS.
8. Up to 95% of awarded funds may be initially provided as negotiated with DWS-OHS upon receipt of proper documentation.
9. No less than 5% of awarded funds will be provided upon submission of complete and final expenditure documentation, including payroll reports, invoices and any other documentation that is applicable.

ATTACHMENT C  
DWS-OHS DAHF Eligible Expense Guide

**Utah Office of Homeless Services  
Deeply Affordable Housing Fund  
Eligible Expenses Guide**



\*This document is to be used in conjunction with HUD's Program Components Quick Reference: <https://files.hudexchange.info/resources/documents/ESG-Program-Components-Quick-Reference.pdf>

## **Table of Contents**

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<b>Category II - Direct Administrative Expenses</b>	<b>4</b>
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## Category I - Indirect Costs

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

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

b) De Minimis - If the organization does not have a NICRA and chooses a de minimis rate, Category I must be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: \*\*All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. It does not include equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs

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## Category II - Direct Administrative Expenses

\*Staff **AND** activities are only allowed in this category if they do not provide services directly to a client or to a staff member providing direct service. This includes admin staff that provide accounting services for a specific project or high-level leadership staff. **Category II cannot be claimed if Category I is also being claimed.**

### Salaries

Gross amounts paid to administrative employees who are in positions of a permanent nature or hired temporarily.

- Wages
- Overtime
- Staff Incentive - must be first approved by OHS fiscal analyst

### Fringe Benefits

Amounts paid on behalf of administrative employees, over and above gross salary.

- FICA/Payroll Tax (Social Security & Medicare)
- Workers Compensation
- Employee insurance such as group medical, dental, etc. This **DOES NOT** go into Program Insurance
- Vacation PTO
- Sick PTO

## **Communications**

Communication expenses that are connected to administrative activities.

- Phone
- Internet

## **Equipment**

Tangible, non-expendable, personal property for administrative staff, having a useful life of more than one year, over \$5,000 (per individual item) has to be reviewed by OHS staff and must include a detailed business case. Equipment purchases that fall under \$5,000 can be subject to further review and requests of additional documentation upon submission of an invoice.

- Office furniture
- Technology related equipment: servers, monitors, computers, tablets, etc.

## **Program Insurance**

Expenditures for all types of insurance coverage that are tied to administrative level costs.

- This category **DOES NOT** include insurance for employee benefits.
- Property (the loss of or damage to property owned or leased from fire, theft, storm, etc. )
- Liability (loss caused by administrative staff and employees due to accident or neglect; judgments awarded against the agency or its officers)

## **Agency Space Costs**

Amounts paid for the payment and ongoing maintenance of administrative space within the agency's building(s).

- Leasing/Loan payments for buildings or offices that are tied to administrative staff
- Cost of ongoing regular maintenance performed by Agency staff of administrative space
- One-time maintenance costs of administrative space that is not a part of an ongoing regularly contracted service

## **Agency Utilities**

Expenditures for the administrative portion of utility services supplied by public or private organizations.

- Water, sewer, trash, electric, gas

## **Professional Development & Training**

Services supporting the professional and technical development of administrative personnel.

- Course & Conference Registration Fees
- Airfare & Ground Transportation for Conference
- Lodging & Meals

## **Professional Fees & Contract Services**

Ongoing costs that are contracted out to a third party, for administrative services, on a regular basis.

- Outsourced Accounting Services

## Supplies

Tangible personal property other than those described in the definition of equipment in this section. Items used for administrative activities that are normally consumed within one year and do not retain their original shape and appearance. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life.

- Office supplies: pens, paper, envelopes, file folders, ink cartridges, flyers, etc.

## Travel & Transportation

Transportation costs that are tied to administrative activities.

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## Category III - Project Expenses

Reasonable pre-development costs are assumed eligible if they fall within any of the below categories and are approved by DWS-OHS.

### Salaries

Amounts paid to employees who are in positions of a permanent nature or hired temporarily to work on specific project.

- Wages
- Overtime
- Insurance or other stipends paid directly to employees as salary
- Staff Incentive - must be first approved by OHS fiscal analyst

### Fringe Benefits

Amounts paid on behalf of employees, over and above gross salary.

- FICA/Payroll Tax (Social Security & Medicare)
- Workers Compensation
- Employee insurance such as group medical, dental, etc. This **DOES NOT** go into Program Insurance
- Vacation PTO
- Sick PTO

### **\*Only Eligible as Client Relocation Costs-**

- **Rent and Arrears Payments**
  - Short-Term Rental Assistance - up to 3 months
  - Medium-Term Rental Assistance – 4 to 24 months
  - Payment of Rental Arrears – One-time payment up to 6 months, including any late fees on those arrears
  - Any Combination of the Three Types of Rental Assistance above – Total not to exceed 24 months during any 3 year period, including any payment for last month's rent.

- **Client Deposit, App Fees, and Utility Assistance**

- Rental Application Fees
- Security Deposits
- Last Month's Rent
- Utility Deposit
- Utility Payment
- Moving Costs

- **Client Services**

Includes any cost paid directly on behalf of the client.

- Activities to locate, identify, and build relationships with homeless people
- Engage with homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs, mainstream social services and housing programs.
- Cost of assessing housing and service needs
- Arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.
- Education Services
- Employment Assistance and Job Training
- Outpatient Health Services
- Legal Services
- Legal Representation
- Credit Repair
- Life Skills Training
- Mental Health Services
- Substance Abuse Treatment Services
- Transportation – client cab vouchers, bus vouchers, etc.

### **Professional Fees & Contract Services**

Previously Professional Development & Training. Ongoing costs that are contracted out to a third party on a regular basis.

- Costs for specialized experts, such as architects or engineers
- Legal Services
- Accounting Services
- Audit Services

### **Program Insurance**

Expenditures for all types of insurance coverage tied to program activities.

- This category **DOES NOT** include insurance for employee benefits.
- Property (the loss of or damage to property owned or leased from fire, theft, storm, etc.)
- liability (loss caused by school board members and their employees due to accident or neglect; judgments awarded against the agency or its officers)
- Premiums for fidelity bonds that guarantee against losses resulting from the actions of the treasurer, employees, or other persons of the Agency.

## **Acquisition**

Costs related to the purchase of land and/or existing structures

- All closing costs
- Purchase price
- Repayment of previously paid earnest money
- Other loans

## **Rehabilitation**

Costs for repairs, replacements, and improvements of a property. Includes:

- Permit fees
- Major system replacements
- Major maintenance or repairs
- Environmental reviews
- Alterations to building, such as removing or adding walls, rooms, stairs, etc.
- Includes cost for initial furnishings or other fixtures
- **DOES NOT** include regular maintenance costs

## **New Construction**

Costs to construct a new building on a site already owned by grantee

- Construction subcontractor costs
- Permit fees
- Environmental reviews
- Materials
- Includes cost for initial furnishings or other fixtures

## **Sub-awards**

Amounts paid for services rendered by organizations or personnel not on the payroll other than Professional and Technical Services or Professional Fees & Contract Services. Includes outsourced case management or data entry services. Only the first \$25,000 of subawarded amounts count towards indirect costs.

## Attachment D DWS-OHS CASE MANAGEMENT STANDARDS

### OVERVIEW

A **housing focused model** must be followed with all projects funded by DWS-OHS. The purpose of any case management activity should be to assess the client’s needs, connect and make referrals to community-based providers, engage the client in developing an applicable housing focused service plan, and follow up on the status of addressing a client’s needs. Case management services must be routinely attempted with clients and program assistance may not be contingent on the client participating in such activities. A client must not be evicted or terminated from a project for failure to meet with a case manager. Both case management activities and service plans should be used as a collaboration tool between community-based providers where consent has been granted and the collaboration will help meet the needs of a participating individual.

Case managers must utilize the Utah Homeless Management Information System (UHMIS) or an approved UHMIS comparable database to record case management services and service plan progress. Service plans should be created with the client within the project-based timeframe below and entered in accordance with all applicable data standards.

Project Type	Service Plan Should be <u>CREATED</u> Within
Rapid Re-housing and Homeless Prevention	(7) calendar days of project enrollment
Transitional Housing	(7) calendar days of project enrollment
Permanent Supportive Housing	(7) calendar days of project enrollment
Emergency Shelter (Entry/Exit)	(7) calendar days of project enrollment
Emergency Shelter (Night by Night)	(7) calendar days of project enrollment
Street Outreach	(7) calendar days of project enrollment

### DEFINITIONS

A **housing focused model** is a service approach that prioritizes assisting individuals and families experiencing homelessness in obtaining and maintaining housing.

Additionally, this approach is client-led and does not have preconditions and barriers to program entry, such as sobriety, treatment, or service participation requirements. A **case manager** must abide by the housing focused model and should support a client in addressing their physical, psychological and social needs. In addition, a case manager will help a client make progress towards exiting homelessness and obtaining/maintaining housing.

Case managers are responsible for working with a client to create service plans. A **service plan** is an ongoing assessment of a client's service needs (i.e., social, employment, mental health, transportation) with the overarching goal of helping a client address the needs associated with obtaining or maintaining stable housing. A service plan should be created within (7) calendar days of project enrollment.

## **PROJECT-BASED CASE MANAGEMENT**

### **Rapid Re-housing (RRH) and Homeless Prevention (HP)**

All individuals enrolled in RRH or HP projects must have access to case management. In addition to assessing physical, psychological, and social needs, service plans must evaluate the client's ability to resume rent after program assistance ends, work towards increasing all available sources of income, and make long-term connections to mental and physical health supports, transportation, and other applicable resources that support housing stability.

Housing case managers are expected to attempt to engage the client in case management activities at least monthly, including reviewing, monitoring, and modifying service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, projects are required to provide adequate support throughout the client's enrollment in order to meet their individual needs. Projects should maintain flexible case management schedules as indicated by project and client needs.

### **Transitional Housing (TH)**

All individuals enrolled in a TH project must have access to case management. Required service plans must assess the client's ability to resume rent after program assistance ends, work towards increasing all available sources of income, and make long-term connections to mental, social, and physical health supports, transportation, and other applicable resources that support housing stability.

Housing case managers are expected to attempt monthly case management and engage with clients for the purpose of reviewing, monitoring, and modifying service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, it is required that projects provide adequate support throughout the client's enrollment. Projects should maintain flexible case management schedules as indicated by project and client needs.

### **Permanent Supportive Housing (PSH)**

All individuals enrolled in a PSH project must have access to monthly case management and a corresponding service plan to help clients achieve long term goals and retain permanent housing. In addition to assessing physical, psychological, and social needs, service plans could explore move on strategies in the event that program assistance ends. During this exploration, case managers must help facilitate the client's relationship with Continuum of Care (CoC), HUD-funded multifamily housing, and mainstream community-based providers.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, it is required that projects provide adequate support throughout the client's enrollment. Projects should maintain flexible case management schedules as required by project needs.

### **Emergency Shelter (ES) (Entry/Exit and Night-by-Night)**

All individuals enrolled in an ES project must have access to case management. Aside from evaluating physical, psychological, and social needs, service plans should focus on supporting the client's goals of obtaining and securing housing as quickly as possible. Though projects should maintain flexible case management schedules as required by project and client needs; weekly case management should be attempted to provide adequate support to a client throughout their enrollment. Case managers are expected to review, monitor, and modify service plans with the client at least monthly.

### **Street Outreach (SO)**

All individuals enrolled in a SO project must have access to case management. Required service plans primarily support the client's goals of obtaining and securing stable housing as quickly as possible.



Service plans may include plans to temporarily stay with friends or family or enter an appropriate residential project, such as emergency shelter or a healthcare facility. When appropriate and desired by the client, service plans could also include goals related to increasing all available sources of income, long-term connections to mental, social, and physical health supports, transportation, and other needs to support housing stability.

Though projects should maintain flexible case management schedules as required by project and client needs; weekly case management should be attempted to provide adequate support to a client throughout their enrollment. Case managers are expected to engage with clients at least monthly to review, monitor, and modify service plans with the client.

## 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 includes, but is not limited to:

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

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

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

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Employee/Volunteer Signature

---

Date

---

Print Employee/Volunteer Name



## 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

**ATTACHMENT H**  
**Coordinated Entry Process Participation Verification**

The GRANTEE certifies that all Deeply Affordable Housing Funded units are required to participate in the local coordinated entry process. This includes coordinating with the Local Homeless Council by attending any coordinated entry meetings and prioritizing applications that are referred through the applicable coordinated entry process.

The Department of Workforce Services, Office of Homeless Services (DWS-OHS) will verify the GRANTEE's compliance with this requirement as part of project monitoring activities or as deemed applicable. Failure to comply may result in grant termination.

For additional information, please review:

<https://files.hudexchange.info/resources/documents/Coordinated-Entry-Core-Elements.pdf>  
<https://www.hud.gov/sites/documents/17-01CPDN.PDF>

Signature of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Reference Only - Will Be Included in Executed Contract

**Attachment I**  
**Evaluation Score Sheet**  
**Solicitation 25-DWS-S013**  
**Deeply Affordable Housing Fund Round 3**

Section 1					Section Total:	16	Comments				
General Project Information											
<b>1. Provide a detailed description of the project. Detail the service(s) that will be provided, including relevant partnerships or subgrantees. Verify when the site is estimated to be fully operational.</b>					<b>4</b>						
0	1	2	3	4							
Failure, no response.	The overview lacks detail and does not provide a clear understanding of the project	The overview is partially responsive and but it only provides a minimal amount of detail.	The overview responded to all the components of the question and provided an average response to how the project will operate.	The overview provides a high level of detail to all the components of the question and all parts of the project are clearly understood.							
<b>2. What specific vulnerable population(s) will the project serve <i>outside</i> of those with an income at or below 30% of the AMI (i.e., households experiencing homelessness, domestic violence survivors, individuals with a substance use disorder)? Why was this population(s) selected and how will the project address the needs of the specific population(s)?</b>					<b>2</b>						
					0	1	2				
					There is not a subpopulation being served outside of the 30% AMI population.	A vulnerable population will be served but the response is partial in the sense that not all components of the question were answered.	A vulnerable population will be served and a high level of detail is provided outlining what subpopulation will be served, why the specific population was chosen, and how the project will address the needs of the populations.				
<b>3. Describe the applicant's or developer's experience with creating deeply affordable housing units. Attach a brief description of any deeply affordable housing units developed in Utah within the last five years.</b>					<b>4</b>						
					0	1	2	3	4		
Applicant <i>and</i> developer have no experience with deeply affordable housing development.	Applicant <i>and/or</i> developer only has experience with projects that have not been completed.	Applicant <i>and/or</i> developer have some experience with deeply affordable housing development projects, but the projects were completed not completed within the last two years. Additionally, a description of these projects were not provided or a description was provided but it did not include relevant information.	Both applicant <i>and</i> developer have experience with deeply affordable housing development projects that have been completed within the last two years. Additionally, a description of these projects were not provided or a description was provided but it did not include relevant information.	Both applicant <i>and</i> developer have experience with deeply affordable housing development projects that have been completed within the last two years <i>and</i> robust description of the project was attached.							
<b>4. Describe the steps the applicant has taken to collaborate with the Local Homeless Council (LHC) on the application/project. Narrate how the project will further the LHC's strategic plan and contribute to the statewide strategic plan.</b>					<b>3</b>						
					0	1	2	3			
					No steps were taken to encourage LHC participation or coordination.	Applicant outlines some steps that were taken but does not provide any detail of the steps.	Applicant provides a list of the steps taken and provides a fair amount of detail on the steps.	Applicant provides a detailed list of the steps taken to participate/coordinate with the LHC. Details were provided as to what the steps intailed and demonstrate that the applicant integrated LHC participation/collaboration into the application for the project.			
<b>5. Is the property utilizing rental subsidies? If yes, describe the funding source, subsidy amount, and if the subsidy is tenant or project based.</b>					<b>0</b>						
					Not scored.						
<b>6. Is the property currently owned by the applicant? If not, what form of site control is in place?</b>					<b>0</b>						
					Not scored.						
<b>7. Describe the applicant's plans for ensuring that all awarded funds are expended by December 31, 2026.</b>					<b>3</b>						
					0	1	2	3			
					Failure, no response.	The applicant acknowledges that the funds must be expended by December 31, 2026 but does not describe their plan for expending the awarded funds.	The applicant acknowledges that the funds must be expended by December 31, 2026 and their plan for expending the awarded funds lacks detail or does not seem feasible.	The applicant acknowledges that the funds must be expended by December 31, 2026 and their plan for expending the awarded funds is detailed and seems feasible.			
Section 2					Section Total:	13	Comments				
Unit Breakdown and Budget											
Tab 1: Awarded and Pending Funds											
					3						

0	1	2	3
Failure, no response.	Applicant listed awarded and pending funding but funding is less than 60% of the cost listed in the Total Development Cost Budget tab.	Applicant listed awarded and pending funding but funding is less than 80% of the cost listed in the Total Development Cost Budget tab.	Applicant listed awarded and pending funds and those listed indicated that the project has a sufficient cash flow to cover all operating expenses as reflected in Total Development Cost Budget.

**Tab 2: Unit Breakdown**

0	1	2	3
Failure, no response.	The number of units at or below 30% AMI is less than 60% of the total units in the project.	The number of units at or below 30% AMI is less than 80% of the total units in the project .	All units in project are dedicated to folks at or below 30% AMI.

**Tab 2: Unit Breakdown Continued**

0	1
	The project does not have any homeless-dedicated units.
	The project does have homeless-dedicated units.

**Tab 3: Total Development Cost Budget**

0	1	2	3
Failure, no response.	Costs outlined for operation and development do not seem reasonable for the size, services, and location.	Costs outlined for the operation and development seem reasonable for the size, services, and location.	Costs outlined for the operation and development are reasonable, well outlined, and are being used to the best and highest value.

**Tab 4: Application Amount Requested Budget**

0	1	2	3
Failure, no response.	The applicant requested ineligible expenses and/or the dollar amount is listed but no details are provided on costs.	The applicant lists the dollar amount but only provides a limited description of costs.	The applicant lists the dollar amount and a sufficient amount of details are provided to determine cost eligibility.

**Overall Total** 29

**APPENDIX A**  
**Grant Application Cover Sheet**  
Solicitation # 25-DWS-S013  
Department of Workforce Services  
Deeply Affordable Housing Fund Round III RFGA

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

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

Federal Tax ID #: \_\_\_\_\_ Unique Entity Identifier (UEI) #: \_\_\_\_\_

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

**This organization is doing business as:**

- Individual/Sole Proprietor
- For-Profit Corporation
- Non-Profit Organization (attach 501(c)(3) letter)
- Government Agency

All awarded organizations must execute their contract no later than December 20, 2024. If this is not met, the organization is no longer eligible.  AGREE

All awarded organizations must expend funds by December 31, 2026.  AGREE

**EXECUTIVE DIRECTOR OR EQUIVALENT** (person authorized to sign grant application and/or an awarded contract)

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

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

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

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

**GRANT/PROJECT CONTACT** (if different from above)

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

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

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

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

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/rfg/index>

**FINANCIAL ADMINISTRATOR**

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

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

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

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

**DEVELOPMENT PARTNER (if different than applicant)**

Developer: \_\_\_\_\_

Website Link: \_\_\_\_\_

**PROJECT INFORMATION**

**NAME OF THE PROJECT:**

**PHYSICAL ADDRESS OF THE PROJECT:**

**LOCAL HOMELESSNESS COUNCIL (LHC) WHERE THE PROJECT IS PHYSICALLY LOCATED: (SELECT ONE)**

- Bear River
- Carbon/Emery
- Davis County
- Grand County
- Iron County
- Mountainland
- Salt Lake County
- San Juan County
- Six County
- Tooele County
- Uintah Basin
- Washington County
- Weber/Morgan

**DATE CONSTRUCTION/ACQUISITION/REHABILITATION WILL BEGIN:**

**PROJECTED DATE THE PROJECT WILL BE OPERATIONAL AND ACCEPTING APPLICATIONS:**

**WILL THE PROJECT REQUIRE A ZONING CHANGE:**

- YES
- NO

**IF YES, HAS THE ZONING CHANGE PROCESS ALREADY BEEN STARTED?**

- YES
- NO

**IF YES, IS THERE AN ANTICIPATED DATE FOR WHEN THE CHANGE WILL BE CONSIDERED BY THE LOCAL MUNICIPALITY:**

- YES
- NO

**IF YES, INCLUDE ANTICIPATED DATE:**

*For Reference Only - Apply at: <https://jobs.utah.gov/department/fg/index>*

TOTAL NUMBER OF UNITS IN THE PROJECT:

TOTAL NUMBER OF UNITS IN THE PROJECT THAT ARE RESTRICTED TO HOUSEHOLDS EARNING AT OR BELOW 30% OF THE AREA MEDIAN INCOME (AMI):

TOTAL PROJECT COST ESTIMATE: \$

APPLICATION AMOUNT REQUEST: \$

NOTE: ADDITIONAL INFORMATION REGARDING UNIT SIZE AND BREAKDOWN WILL BE REQUESTED IN *UNIT BREAKDOWN AND BUDGET* (APPENDIX).

**ATTACHMENTS**

**DWS-OHS PREPARED FORMS FOR APPLICANT TO ATTACH:**

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

\_\_\_\_\_ APPENDIX C: UNIT BREAKDOWN AND BUDGET (email to [OHSRFGA@utah.gov](mailto:OHSRFGA@utah.gov))

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

\_\_\_\_\_ APPENDIX E: STATE FUNDING RECEIVED BY AGENCY

**ADDITIONAL DOCUMENTS TO ATTACH:**

\_\_\_\_\_ 1. EVIDENCE OF SITE CONTROL

\_\_\_\_\_ 2. LETTER OF SUPPORT FROM LOCAL HOMELESS COUNCIL (LHC); IF FEASIBLE

\_\_\_\_\_ 3. CERTIFICATE OF INSURANCE (not required for government entities)

\_\_\_\_\_ 4. BUSINESS LICENSE OR ARTICLES OF INCORPORATION – if applicable

\_\_\_\_\_ 5. EXAMPLE OF COMPLETED PROJECT(S) IN UTAH IN THE LAST FIVE (5) YEARS

\_\_\_\_\_

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/fg/index>



UTAH DEPARTMENT OF  
**WORKFORCE  
SERVICES**

**APPENDIX B**  
**Grant Application Narrative**  
**Deeply Affordable Housing Fund Round III**  
Solicitation #25-DWS-S013

**Organization Name:**

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

**1. PROJECT OVERVIEW**

Provide a detailed description of the project. Detail the service(s) that will be provided, including relevant partnerships or subgrantees. Verify when the site is estimated to be fully operational. (4 points)

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/rfg/index>.

**2. TARGETED POPULATION**

What specific vulnerable population(s) will the project serve *outside* of those with an income at or below 30% of the AMI (i.e., households experiencing homelessness, domestic violence survivors, individuals with a substance use disorder)? Why was this population(s) selected and how will the project address the needs of the specific population(s)? (2 points)



**3. EXPERIENCE**

Describe the applicant's or developer's experience with creating deeply affordable housing units. Attach a brief description of any deeply affordable housing units developed in Utah within the last five years. (4 points)

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/rfg/index>.

**4. COLLABORATION**

Describe the steps the applicant has taken to collaborate with the Local Homeless Council (LHC) on the application/project. Narrate how the project will further the LHC's strategic plan and contribute to the statewide strategic plan. (3 points)

[Empty response area for question 4]

**5. RENTAL SUBSIDIES**

Is the property utilizing rental subsidies?  
If yes, describe the funding source, subsidy amount, and if the subsidy is tenant or project based. (Not scored)

[Empty response area for question 5]

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/rfg/index>

**6. OWNERSHIP/SITE CONTROL**

Is the property currently owned by the applicant? If not, what form of site control is in place?  
(Not scored)

Empty response area for question 6.

**7. EXPENDING FUNDS**

Describe the applicant's plans for ensuring that all awarded funds are expended by December 31, 2026. (3 points)

Empty response area for question 7.

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/rfg/index>.

## APPENDIX C Unit Breakdown and Budget

### Committed Funding Sources

### Pending Funding Sources

*Information should include but is not limited to, donor dollars, grant funds, or loans.*

Dollar Amount	<input type="text"/>	Dollar Amount	<input type="text"/>
Funding Name	<input type="text"/>	Funding Name	<input type="text"/>
Date Awarded	<input type="text"/>	Date Pending	<input type="text"/>
Dollar Amount	<input type="text"/>	Dollar Amount	<input type="text"/>
Funding Name	<input type="text"/>	Funding Name	<input type="text"/>
Date Awarded	<input type="text"/>	Date Pending	<input type="text"/>
Dollar Amount	<input type="text"/>	Dollar Amount	<input type="text"/>
Funding Name	<input type="text"/>	Funding Name	<input type="text"/>
Date Awarded	<input type="text"/>	Date Pending	<input type="text"/>
Dollar Amount	<input type="text"/>	Dollar Amount	<input type="text"/>
Funding Name	<input type="text"/>	Funding Name	<input type="text"/>
Date Awarded	<input type="text"/>	Date Pending	<input type="text"/>
Dollar Amount	<input type="text"/>	Dollar Amount	<input type="text"/>
Funding Name	<input type="text"/>	Funding Name	<input type="text"/>
Date Awarded	<input type="text"/>	Date Pending	<input type="text"/>
Dollar Amount	<input type="text"/>	Dollar Amount	<input type="text"/>
Funding Name	<input type="text"/>	Funding Name	<input type="text"/>
Date Awarded	<input type="text"/>	Date Pending	<input type="text"/>

For Reference Only - Apply at:  
<https://jobs.utah.gov/department/rfg/index>

**Unit Breakdown**

**Project Unit Breakdown:**

Total units in project:  
 Number of units dedicated to households at or below 30% AMI:  
 Number of units dedicated to households between 31% and 60% AMI:  
 If applicable, number of units dedicated to a specific vulnerable population (i.e., households)

0 Bed	1 Bed	2 beds	3 beds	4+ beds	Total

**Project Cost Simple Breakdown:**

Property Acquisition Construction  
 Costs  
 Soft Costs without Developer Fee  
 Developer Fee  
 Project Contingency  
 Other  
**Total Project Costs**

\$	
\$	
\$	
\$	
\$	
\$	
\$	
	<b>\$0</b>

**Unit Cost Simple Breakdown:**

Cost per unit  
 Cost per deeply affordable designated units  
**Total Unit Breakdown**

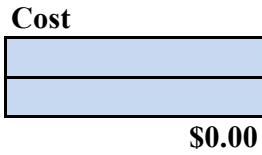
\$	
\$	
	<b>\$0</b>

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# Project Development Cost

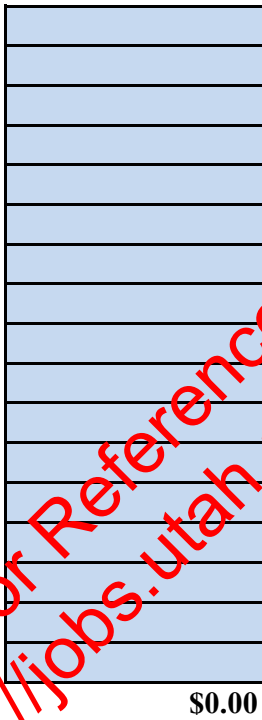
## Acquisition

- Building Acquisition
- Land Acquisition



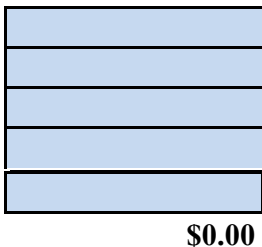
## Rehab and/or New Construction

- Building Permits
- Concrete
- Contingency
- Conveying Systems
- Demolition
- Electrical
- Enterprise Green Communities or LEED
- Equipment
- Finishes
- Furnishings
- General Requirements
- HVAC, Plumbing, and Mechanical
- Impact Fees
- Masonry
- Other
- Thermal/Moisture Protection
- Wood



## Architectural and Engineering Fees

- Architect Fee-Design
- Architect Fee-Supervision
- Civil Engineering
- LEED Certification Costs
- Other



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**Development Cost**

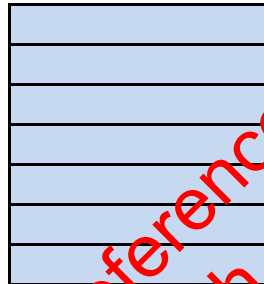
- Builder Overhead
- Builder Profit
- Builder Profit and Overhead outside of basis
- Developer Fee
- Legal Fees
- Project Reserves
- Voluntary Developer Fee Reduction



**\$0.00**

**Interim Financing Expenses**

- Closing, Title & Recording
- Construction Appraisal
- Construction Casualty Insurance
- Construction Legal Fees
- Construction Loan Fees
- Construction Period Interest
- Construction Period Property Taxes



**\$0.00**

**Soft Cost**

- Consultants or Processing Agent
- Environmental Study
- Market or Feasibility Study
- Other funding fees (i.e. UHC)
- Tenant Relocation



**\$0.00**

**DEVELOPMENT COST**

**\$0.00**

**TOTAL DEVELOPMENT COST PER UNIT:**

**#DIV/0!**

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**Application Amount Budget**

**DWS Office of Homeless Services (OHS)  
Grant Budget Narrative and Itemization Form**

December 1, 2024 - June 30, 2025 (Fiscal Year 2024)  
July 1, 2025 - June 30, 2026 (Fiscal Year 2026)  
July 1, 2026 - December 31, 2026 (Fiscal Year 2027)

**Organization:**

**HMIS Project Name(s):**

**WebGrants Project Letter:**

**Contract Award Amount:**

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

**Category I - Indirect Expenses:**

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: **\*\*All direct salaries and wages, applicable fringe benefits, program communications, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.**

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs	<i>No administration funding will be allocated as part of DAHF Round III.</i>	

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

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

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate,

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Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries	<i>No administration funding will be allocated as part of DAHF Round III.</i>	
Fringe Benefits		
Communications		
Equipment		
Program Insurance		
Agency Space Costs		
Agency Utilities		
Professional Development & Training		
Professional Fees & Contract Services		
Supplies		
Travel & Transportation		
<i>Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.</i>		
<b>Total Category I/Category II Administrative Expenses</b>		\$ -
<b>Category III - Project Expenses:</b>		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	<i>Ineligible costs as part of DAHF Round III.</i>	
**Fringe Benefits		
**Client Rent and Arrears Payments (only eligible for client relocation)		
**Client Deposit, App Fees, and Utility Assistance (only eligible for client relocation)		
**Client Services (only eligible for client relocation)		
**Professional Fees & Contract Services		\$ -
**Program Insurance		\$ -

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Aquisition		\$	-
Rehabilitation		\$	-
New Construction		\$	-
Subawards		\$	-
<b>Total Category III Project Expenses</b>		\$	-
<b>Total Category I/II and Category III Expenses</b>		\$	-

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**Appendix D: FFATA CERTIFICATION BY THE SUBRECIPIENT**  
(Not required for State Agencies and Component Units)

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

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a 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 as per Title 18, Section 1001 of the US Criminal Code.

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

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

**Equal Opportunity Employer/Program**

Auxiliary aids (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.

**Appendix E**  
**State Funding Received by Agency**

**Organization:**

*Include all state funding sources that have been awarded or committed to the applicant agency during the current state fiscal year. Do not include any funds that have been requested but not awarded or committed.*

Current State Funding Sources	Amount	Direct Award or Competitive Grant Award	Period of Award	Purpose of the Award
Example: State Funds: Earned Income Tax Credit	\$ 5,000.00	Competitive Grant Award	7/1/2024-6/30/2025	To successfully recruit households which qualify for the Earned Income Tax Credit
<b>Total Funding</b> \$	-			

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