



**WORKFORCE
SERVICES**
HOMELESS SERVICES

OFFICE OF
Homeless
SERVICES



Deeply
Affordable
Housing Fund
(DAHF)
Round 2
RFGA

Welcome



Agenda

Introduction and Background

Application Overview

Application Process and Appendices

Evaluation Score Sheet

Terms and Conditions

Q&A

Introduction and Background

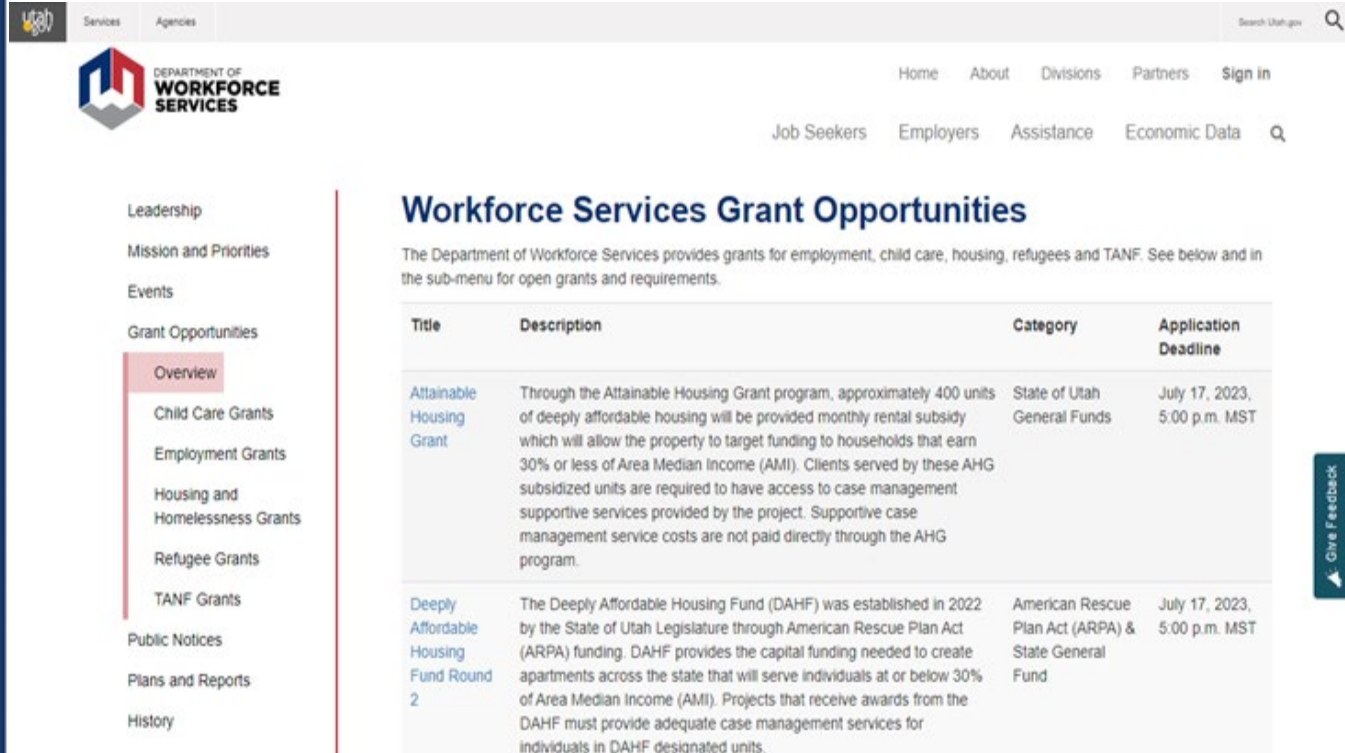


Introduction and Background

- This Request for Grant Applications is for additional funding added to the Deeply Affordable Housing Fund in the 2023 General Legislative Session
- The Deeply Affordable Housing Fund was initially created in 2022 to provide capital funding to projects that serve households at or below 30% of Area Median Income
- The fund specifically targets households that include individuals who are currently experiencing homelessness or at risk of experiencing homelessness
- This year, additional focus is being placed on households experiencing chronic homelessness and families experiencing homelessness



Application Overview



The screenshot shows the Utah Department of Workforce Services website. The header includes the Utah logo, navigation links for Services and Agencies, a search bar, and a main navigation menu with Home, About, Divisions, Partners, and Sign in. A secondary navigation menu includes Job Seekers, Employers, Assistance, and Economic Data. The left sidebar contains a menu with Leadership, Mission and Priorities, Events, Grant Opportunities (with Overview selected), Child Care Grants, Employment Grants, Housing and Homelessness Grants, Refugee Grants, TANF Grants, Public Notices, Plans and Reports, and History. The main content area is titled 'Workforce Services Grant Opportunities' and includes a brief description of the department's grant programs. Below this is a table with two rows of grant opportunities.

| Title | Description | Category | Application Deadline |
|--|--|--|------------------------------|
| Attainable Housing Grant | Through the Attainable Housing Grant program, approximately 400 units of deeply affordable housing will be provided monthly rental subsidy which will allow the property to target funding to households that earn 30% or less of Area Median Income (AMI). Clients served by these AHG subsidized units are required to have access to case management supportive services provided by the project. Supportive case management service costs are not paid directly through the AHG program. | State of Utah General Funds | July 17, 2023, 5:00 p.m. MST |
| Deeply Affordable Housing Fund Round 2 | The Deeply Affordable Housing Fund (DAHF) was established in 2022 by the State of Utah Legislature through American Rescue Plan Act (ARPA) funding. DAHF provides the capital funding needed to create apartments across the state that will serve individuals at or below 30% of Area Median Income (AMI). Projects that receive awards from the DAHF must provide adequate case management services for individuals in DAHF designated units. | American Rescue Plan Act (ARPA) & State General Fund | July 17, 2023, 5:00 p.m. MST |



Application Overview

Timeline/Key Dates and Public Notice Website

<https://jobs.utah.gov/departments/rfg/index.html>

Letter of Intent Deadline:

June 28th, 2023 at 5:00 PM MDT

Application Deadline:

July 17th at 5:00 PM MDT

Must be submitted online using:

[Appendix A - Grant Application Cover Sheet](#)



Application Overview

Requirements

Funded projects will be required to adhere to *all* program requirements as outlined in the Terms and Conditions and Scope of Work

- Abide by data driven housing-first principles
- Abide by the Case Management Standards (Appendix D)
- Align with and support the UHC Statewide Strategic Plan
- Adhere to Continuum of Care (CoC) / Local Homeless Council (LHC) activities, policies & procedures
- Participate in local coordinated entry system including Coordinated Entry System Training
- Utilize Utah Homeless Management Information System (UHMIS)
- Participate in Annual Point-in-Time (PIT) and Housing Inventory Count (HIC)
- Support all data initiatives and other federally mandated reporting

Application Overview

Data Collection and Reporting

Participation in statewide data collection efforts by DWS-OHS

- Client interactions are required to be entered into HMIS or a comparable database within five days of client interactions
- All data entered into HMIS or a comparable database should be report ready by the 15th day following the last day of the each month
- Performance data will be evaluated *at least* quarterly
- Annual reporting is required at the end of each fiscal year



Application Overview

Expected Outcomes

Outcomes will be reported using the HMIS quarterly reports provided by DWS-OHS. Outcomes for each grant will be negotiated between GRANTEE and DWS-OHS staff. All projects that serve clients directly will have performance measures that are approved by UHMIS. Example measures:

- Number of units receiving DAHF subsidy
- Number of households assisted in DAHF subsidized units
- Occupancy rate for DAHF subsidized units
- Number of evictions of clients in DAHF subsidized units
- Destination for households evicted from DAHF subsidized units
- Amount of rental subsidy required for each DAHF subsidized unit
- Copy of quarterly financials for property



Application Overview

Funding

The grant period will be from November 1, 2023 to June 30, 2025

- The amount of the grant will be awarded based on the program application, evaluation criteria, and funding availability
- All awarded unused funds shall be returned to DWS-OHS at the end of the grant period



Application Overview

Evaluation and Award

- There is no limit to the number of applications that organizations may submit
- If an agency is submitting multiple applications, a *separate application* must be completed per individual project.
- Applicants must be available for questions during the grant review period
- Applicants must be available for presentations upon request
- DWS-OHS reserves the right to reject any and all applications or withdraw this offer at any time



Application Overview

Evaluation and Award

- Grant applications will be evaluated on a competitive basis
- Applications will be reviewed and scored utilizing Attachment H – Evaluation Score Sheet
- Applications may score a maximum of 175 points, including any priority points. Applications scoring below 100 may not be considered
- DWS-OHS may grant partial awards
- Awards will be made to applicants who are determined to best meet the objectives of the DWS-OHS



Application Overview

GRAMA

Grant applications will be open to public review after grant is awarded 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 must be protected. A GRAMA Claim of Business Confidentiality must be submitted prior to the application deadline.



Application Overview

Letter of Intent

- **A Letter of Intent is REQUIRED**
 - **Due Date:**
June 28, 2023, 5:00 PM MDT
 - Link to submit form:
[Letter of Intent](#)
(included in RFGA Notice)



Application Overview

Q&A

- **Questions** are due:
July 16, 2023, 5:00 PM MDT
- Link to submit questions:
[Submit Questions Here](#)
(included in RFGA Notice)
- All questions will be [made public](#)



Application Process

General Information

- RFGA can be found here:

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

- Applications are due

July 17th at 5:00 PM MDT

- One application per project, per organization.



RFGA Components and Appendices

- Leadership
- Mission and Priorities
- Events
- Grant Opportunities
- Public Notices
- Plans and Reports
- History
- Press
- Contact

OHS Deeply Affordable Housing Fund RFGA

| Announcement | Eligibility Requirements | Application | Addendum | Questions & Answers |
|--|--|-------------|----------|---------------------|
| Grant Title: | OHS Deeply Affordable Housing Fund Round 2 | | | |
| Solicitation #: | 24-DWS-S015 | | | |
| Funding Source: | American Rescue Plan Act (ARPA) & State General Fund | | | |
| Approximate Grant Ammount: | \$50,000,000.00 | | | |
| Letter of Intent Deadline: | June 28th, 2022 by 5:00 PM MST. Click here. | | | |
| Application Deadline: | July 17, 2023, 5:00 p.m. MST. Proposals must be received no later than 5:00 p.m. Proposals received after 5:00 p.m. will not be accepted. Proposals may not be faxed. | | | |
| Program Start Date: | November 1, 2023 | | | |
| Program End Date: | June 30, 2025 | | | |
| Pre-Proposal Meeting (in person and zoom): | June 21, 2023 9:00 – 10:30 a.m. MST https://meet.google.com/hsi-szys-mfv Or dial: (US) +1 443-892-2862 PIN: 664 648 376# | | | |
| Contact Information: | Contract Owner: Russell Goodman russellgoodman@utah.gov Contract Analyst: Sarah Smith sarahsmith@utah.gov | | | |

Purpose

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



Full RFGA and Application



[Home](#) [About](#) [Divisions](#) [Partners](#) [Sign in](#)

[Job Seekers](#) [Employers](#) [Assistance](#) [Economic Data](#) 

[Leadership](#)
[Mission and Priorities](#)
[Events](#)
[Grant Opportunities](#)
[Public Notices](#)
[Plans and Reports](#)
[History](#)
[Press](#)
[Contact](#)

OHS Deeply Affordable Housing Fund RFGA

[Announcement](#) [Eligibility Requirements](#) [Application](#) [Addendum](#) [Questions & Answers](#)

Application

- [OHS Deeply Affordable Housing Fund Round 2 RFGA](#)
- [Appendix A - Grant Application Cover Sheet](#)
- [Appendix B – Grant Application Narrative](#)
- [Appendix C – FFATA Certification by Subrecipients](#)
- [Appendix D – Unit Breakdown, Budget](#)
- [Appendix E – Coordinated Entry Process Participation Verification](#)

Give Feedback



Application Process

Application Checklist

Before you complete the Grant Application Cover Sheet, please review the Pre-Application Checklist



SUBMISSION CHECKLISTS

| Pre-Application Checklist | |
|---------------------------|--|
| <input type="checkbox"/> | Unique Entity Identifier (UEI) number (UEI Start Guide available here) |
| <input type="checkbox"/> | Employer Identification Number (EIN) |
| <input type="checkbox"/> | Letter of Intent, due at the date and time specified on the cover page |

| Application Checklist | |
|--------------------------|--|
| <input type="checkbox"/> | Appendix A: Grant Application Cover Page |
| <input type="checkbox"/> | Appendix B: Grant Application Narrative |
| <input type="checkbox"/> | Appendix C: FFATA Certification by the Subrecipient - not required for State Agencies and Component Units of the State |
| <input type="checkbox"/> | Appendix D: Unit Breakdown, Budget (email to QHSRFGA@utah.gov) |
| <input type="checkbox"/> | Appendix E: Coordinated Entry Process Participation Verification |
| <input type="checkbox"/> | Case Management Services Plan |
| <input type="checkbox"/> | Evidence of Site Control |
| <input type="checkbox"/> | 15 Year Pro-Forma |
| <input type="checkbox"/> | Letter of Support from Local Homeless Council (LHC) |
| <input type="checkbox"/> | Example of Completed Project(s) in Utah in the Last Two (2) Years |
| <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 |
| <input type="checkbox"/> | Federally Approved Indirect Cost Rate Letter or Cost Allocation Plan – if applicable |



A Complete Grant Application Includes

Appendix A – Application Cover Page

Appendix B – Grant Application Narrative

Appendix D – Unit Breakdown, Budget

Signed Copies of Appendix E

Case Management Services Plan

Evidence of Site Control

15 Year Proforma

Letter of Support from LHC

Example of Completed Project (last 2 years)

Business License or Articles of Incorporation

501(c)(3) Letter

Narrative Questions

Appendix II Grant Application Narrative

| APPENDIX B Grant Application Narrative Solicitation # 23-DWS-S013 Department of Workforce Services Deeply Affordable Housing Fund Round 2 RFGA | |
|--|--|
| Directions: Narrative must be in the default size, font, spacing, and space provided. Additional narrative attachments are not allowed. | |
| 1. GENERAL PROJECT INFORMATION | |
| a.) Organization Legal Name: | |
| b.) Project Name: | |
| 2. PROJECT NARRATIVE | |
| a.) Provide a detailed overview of the project. | |
| | |



BUDGET, Unit Breakdown

Email to:
OHSRFGA@utah.gov

APPENDIX D - Unit Breakdown, Budget
Office of Homeless Services 2023 Deeply Affordable Housing Fund (DAHF)
Please fill each blue cells on all four tabs at the bottom of the spreadsheet

Applicant name: _____
 Project name: _____
 Project address: _____
 Funding requested in this application: _____

Project unit breakdown:

| Total units in project | 0 Bed | 1 Bed | 2 beds | 3 beds | 4+ beds | Total |
|--|-------|-------|--------|--------|---------|-------|
| Number of units dedicated to households between 31% and 50% AMI: | | | | | | 0 |
| Number of units dedicated to households at or below 30% AMI: | | | | | | 0 |
| Number of units dedicated to households experiencing literal homelessness: | | | | | | 0 |
| Number of units dedicated to survivors of domestic violence or sex trafficking: | | | | | | 0 |
| Number of units dedicated to individuals with mental health diagnoses or substance use disorder: | | | | | | 0 |
| Number of units dedicated to other specialized populations: | | | | | | 0 |

Project cost simple breakdown:

| | |
|---|-----|
| Property Acquisition | |
| Construction Costs | |
| Soft Costs without Developer Fee | |
| Developer Fee | |
| Project Contingency | |
| Other | |
| Total Project Costs: | \$0 |
| Cost per unit | |
| Cost per deeply affordable designated units | |

| | |
|--|---------------|
| Loan 4 | |
| Interest Rate | |
| Term (In Years) Amortization | |
| Length (In Years) Loan | |
| Amount | |
| Equity Required | |
| Annual Debt Service | \$0.00 |
| Loan 5 | |
| Interest Rate | |
| Term (In Years) Amortization | |
| Length (In Years) Loan | |
| Amount | |
| Equity Required | |
| Annual Debt Service | \$0.00 |
| Total Annual Debt Service | \$0.00 |
| Forgivable Loan/Grants: | |
| Loan/Grant 1 | |
| Term (In Years) | |
| Amortization Length (In Years) | |
| Loan Amount | |
| Annual Debt Servicing Charge | |
| Date Loan is forgiven. For Grants, enter N/A | |
| Forgivable Loan/Grants: | |
| Loan/Grant 2 | |
| Term (In Years) | |
| Amortization Length (In Years) | |
| Loan Amount | |
| Annual Debt Servicing Charge | |
| Date Loan is forgiven. For Grants, enter N/A | |



Case Management Services Plan Instructions

Attachment C

ATTACHMENT C CASE MANAGEMENT SERVICES PLAN INSTRUCTIONS

Applicants' case management services plan must follow the below structure. If case management services are being provided by a third party, this information must still be provided regarding what the third party is responsible for.

1. What is the intensity and type of case management being provided to clients, including:
 - a. Example professional credentials of individuals who would be providing case management service;
 - b. Needs of the proposed population to be served that case management will address;
 - c. Number of FTEs (full-time employees) and job titles for case management;
 - d. Detailed description of the services provided, including frequency, and types of services (transportation, mental health, substance use disorder, etc.);
 - e. Caseloads proposed for each case FTE case manager and justification for caseload; and
 - f. Case management model proposed.
2. How will service providers coordinate with property management to minimize returns to homelessness?
3. How will clients be able to ensure access to additional resources, if not provided directly by onsite case managers, including substance use disorder, mental health treatment, and physical health care?
4. What is the annual cost of case management services? Include how the project will account for increases in labor costs over the life of the project.
5. What possible alternative funding sources does the project have access to if rental income or grant funding for case management services is lost or reduced?



Attachment H Evaluation Score Sheet

| ATTACHMENT H Evaluation Score Sheet Solicitation 24-DWS-5015 Deeply Affordable Housing Fund Round 2 | | | |
|---|--|--|--------------------------|
| Section 1 | General Project Information | | Section Total: 66 |
| | a.) Provide a detailed overview of the project. | | 6 |
| 0 | 3 | 6 | |
| The overview lacks detail and does not provide a clear understanding of the project. | The overview provides sufficient detail to understand what the project is looking to accomplish. | The overview provides a high level of detail and all parts of the project are clearly understood. | |
| b.) What specific vulnerable populations will the project serve outside of those with extremely low incomes. Outline why this population was selected and how the project will address the needs of the specific population. (ex. Survivors of domestic violence, families experiencing homelessness, individuals with substance use disorder, individuals with severe and persistent mental illness, youth, reentry from incarceration, etc.) | | | |
| 0 | 5 | 10 | 10 |
| There is not an additional population being served outside of extremely low incomes. | A vulnerable population will be served and some detail is provided outlining why the specific population was chosen. | A vulnerable population will be served and a high level of detail is provided outlining why the specific population was chosen. | |
| c.) Describe the applicant and/or development partners' experience with deeply affordable housing development. Attach example one-pagers for any projects completed in Utah within the last two years. | | | |
| 0 | 5 | 10 | 10 |
| Applicant and development partner have no experience with deeply affordable housing development or experience is with projects that have not been completed. | Applicant and/or development partner have some experience with deeply affordable housing development that were completed but not in the last two years. One-pagers are not provided or do not provide relevant details about the completed projects. | Applicant and/or development partner have experience with deeply affordable housing development. One pager is provided that show projects were completed within the last two years. | |
| d.) Describe the steps applicant has taken to provide opportunities for and encourage citizen participation in project development, including coordination with the Local Homeless Council (LHC). Attach a letter of support from LHC with specific details on how the project will further the LHC's strategic plan goals. | | | |
| 0 | 10 | 20 | 20 |
| No steps were taken to encourage citizen participation or coordination with LHC. | Applicant outlines some steps that were taken and some detail regarding coordination with LHC. | Applicant provides detailed steps that were taken to encourage citizen participation. Applicant coordinated with LHC on the project. Feedback from both the citizen participation and LHC coordination are outlined and details are provided showing how that information was integrated into the project. | |
| e.) Will this project have deeply affordable units dedicated to individuals experiencing chronic homelessness or families experiencing homelessness? If yes, what percentage of deeply affordable units are dedicated to individuals experiencing chronic homelessness or families experiencing homelessness? | | | |
| 0 | 5 | 10 | 10 |
| 0-24% | 25-40% | 50% or more | |
| f.) Is the project utilizing any energy efficiency related tax credits or subsidies? If yes, list the source of the credit/subsidy and amount per unit for the project overall. | | | |
| 0 | 3 | | 3 |
| No | Yes | | |
| g.) After considering pending and other awarded funds, is there a remaining funding gap if this project is awarded at full request? If yes, describe specifically how the remaining gap will be filled. | | | |
| 0 | 3-4 | 7 | 7 |
| Yes and description does not outline how the gap will be filled. | Yes and description provides detail of how the gap will be filled. | No gap remaining. | |
| h.) Is the property utilizing any rental subsidy? | | | |
| 0 | 3 | | |
| No | Yes | | |
| i.) Is the property currently owned by the applicant? | | | |
| 0 | 3 | | |
| No | Yes | | |
| Section 2 | Capital/Operational Budget and Pro-Forms | | Section Total: 79 |
| Operational Budget | Operational Budget | | 20 |
| 0 | 10 | 20 | |
| Operational budget does not show sufficient rental income from project to cover all operating expenses and debt service. Coverage for costs must be provided by applicant through outside resources. | Operational budget shows sufficient rental income to cover all operating expenses and debt service, but case management funding is provided from outside resources. | Operational budget shows sufficient rental income to cover all operating expenses, debt service, and case management. | |
| Excel Budget/Cover Sheet | | | |
| Leveraging | | | |
| 0 | 15 | 30 | 30 |
| Project does not have any awarded funding outside of the application. | Project has applied for additional funding, but has been awarded less than 50% of the project cost. | Project has been awarded 80% or more of the project cost from other sources. | |
| Excel Budget, Operational Budget, and Pro-Forms | | | |
| Cost Effectiveness | | | |
| 0 | 10 | 20 | 20 |
| 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 use. | |
| Section 3 | Case Management Plan | | Section Total: 40 |
| Services | | | |
| 0 | 10 | 20 | 20 |
| Case management services that will be provided are not clearly outlined. | Services are clearly outlined, but there is not a clear connection between the services and the population(s) being served. | Services are clearly outlined and connect strongly to the populations being served. | |
| Cost Effectiveness | | | |
| 0 | 10 | 20 | 20 |
| Case management service costs are not provided. | Case management service costs are provided but seem unreasonable or are not cost effective. | Case management service costs and funding sources are provided. Costs are reasonable and cost effective. | |



Terms and Conditions

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



Terms and Conditions

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; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.




- 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.

Terms and Conditions

4. Related Parties

DWS-ADM 505
11/2017



State of Utah
Department of Workforce Services
RELATED PARTIES APPROVAL REQUEST

A grantee shall not make payments using grant funds to related parties of any person working in an organization with the authority to establish policies and make decisions on behalf of the organization, without written approval of DWS. A person of authority may include an owner, director, board member, partner, officer, manager, supervisor or site coordinator.

A related party, as defined by U.C.A., Section 52-3-1(1)(d) includes individuals related by blood or marriage to the person with authority to make decisions. This includes father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, step relatives and grandchildren.

If any grantee desires to make a payment to a related party of a person of authority within the organization, whether it is regular employment or contracted services work, the information below must be disclosed to DWS in writing. A separate form is required for each potential related party. For example, if a related party is related to multiple persons in authority, a separate form must be completed for each relationship.

Approval must be granted by DWS before any payments are made.

- Name and title of person in a position of authority:
Name: _____ Title: _____
- Name and title of related party receiving payment:
Name: _____ Title: _____
- Relationship between the individuals identified above: _____
- Describe the nature of the work to be performed (275 characters or less):

- How much will the related party be paid? \$ _____
Is this a one-time payment or will this person be a regular employee?
 One-time payment Regular employee
If one-time payment, dollar amount involved: \$ _____
If regular employment, rate of pay per hour: \$ _____
- Who will make decisions regarding the related party's employment, such as their rate of pay or pay increases?

Terms and Conditions

4. Related Parties (continued)

- 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;



Terms and Conditions

4. Related Parties (continued)

- 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.**



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).



Terms and Conditions

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 and/or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), GRANTEE may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between GRANTEE and DWS.



Terms and Conditions

16. Monitoring, continued

- 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.



Terms and Conditions

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, and/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.



18. Agreement Termination (Continued Part 1)

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.



18. Agreement Termination (Continued Part 2)

- 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.



Terms and Conditions

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).



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.



30. Compliance with Generally Applicable State and Federal Laws (continued 1)

- 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.



30. Compliance with Generally Applicable State and Federal Laws (continued 2)

- d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.



Terms and Conditions

34. 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.**



Terms and Conditions

36. 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.



Terms and Conditions

38. 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.

Terms and Conditions

32. Required Insurance (continued)

| ACORD | | CERTIFICATE OF LIABILITY INSURANCE | | Page 1 of 1 | | | |
|--|---|---|------|--|-------------------------|-------------------------|---|
| | | | | DATE (MM/DD/YYYY) | 18/00/2018 | | |
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UP ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.</p> | | | | | | | |
| PRODUCER Insurance Company Name Street Address City, State, ZIP USA | | CONTACT NAME Insurance Company Name PHONE: 1-800-200-2000 FAX: 1-800-200-2000 EMAIL ADDRESS: info@acord.com | | | | | |
| | | INSURED Insurance/Contractor Name Street Address City, State, ZIP USA | | INSURER A Insurance Company Name 00000 INSURER B Insurance Company Name 00000 INSURER C INSURER D INSURER E INSURER F | | | |
| | | COVERAGES | | CERTIFICATE NUMBER: 3000000000 REVISION NUMBER: | | | |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | | |
| FORM ITR | TYPE OF INSURANCE | MODE | FORM | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 300000000000 | 18/00/2018 | 18/00/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL AND INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES FOR <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | Y | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 300000000000 | 18/00/2018 | 18/00/2018 | COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETORS/PARTNERS/EXEC OFFICERS/OWNERS/RELOCATED (Not available in WA) | YN | | 300000000000 | 18/00/2018 | 18/00/2018 | X PER OCCURRENCE OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE EA EMPLOY \$ 1,000,000 EL DISEASE POLICY LW \$ 1,000,000 |
| DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)) Department of Workforce Services is included as an Additional Insured as respects to General Liability. | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | |
| Department of Workforce Services 240 S. 200 E. Salt Lake City, UT, 84111 | | | | SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Authorized Signature</i> | | | |
| ACORD 26 (2016/03) The ACORD name and logo are registered trademarks of ACORD © 1983-2016 ACORD CORPORATION. All rights reserved. | | | | | | | |

Terms and Conditions

38. Required Insurance, continued

- 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 DWS 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.



Terms and Conditions

40. Billing 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.**



Terms and Conditions

41. 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 and/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.



Terms and Conditions

43. Unused Funds

Any funds paid by DWS that are **not appropriately used** as authorized by this Agreement must immediately be **returned** to DWS.



Questions?

Comments?

Concerns?



Thank you!

Contact Information

DWS-OHS Program Specialist:

Carmen Martinez; Chmartinez@utah.gov

DWS-OHS Program Manager:

Russell Goodman; russellgoodman@utah.gov

Contract Analyst:

Sarah Smith; sarahsmith@utah.gov

