



**WORKFORCE
SERVICES**
HOMELESS SERVICES

OFFICE OF
Homeless
SERVICES



Homelessness
Infectious Disease
Reduction
Assistance Fund

Welcome



Agenda

Introduction and Background

RFGA Overview

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LHC Letters of Recommendation

Narrative Questions

Scope of Work

Budget

Scoring Rubric

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Overview

In 2022, the Department of Workforce Services received pass through funds from the Office of Homeless Services (DWS-OHS) from the Utah State Department of Health and Human Services (DHHS). This competitive grant program, administered by DWS-OHS, is intended to provide funds to homeless providers to detect and mitigate the spread of SARS-CoV-2 (COVID-19) and other infectious diseases in homeless service sites, other congregate living facilities, and encampments.



Timeline

December 6, 2022 5:00 PM: Letter's of Intent Due
December 15, 2022, 11:59 PM: Application's Due
December 2022: Anticipated Grant Award Date
January 16, 2023: Award Effective Date

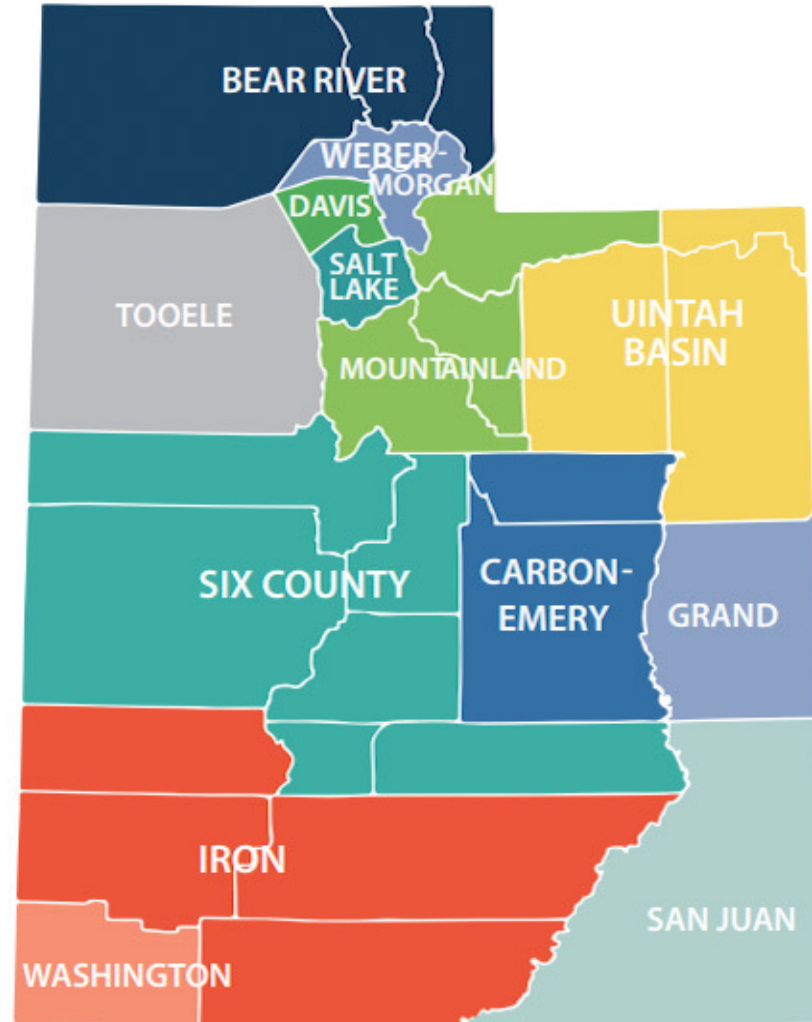


Jurisdictions

Local Health District



Local Homeless Council



Funding Available

Funding will be divided by Health District Jurisdiction, as follows:

Southeast Utah \$35,479.00

TriCounty \$38,838.00



RFGA Overview

Department of Workforce Services

Request for Grant Applications (RFGA)

Homelessness Infectious Disease Reduction Assistance Fund RFGA

Solicitation #23-DWS-S016

LETTER OF INTENT DUE: August 8, 2022, 5:00 PM MT
APPLICATION DUE: August 22, 2022, 11:59 PM MT

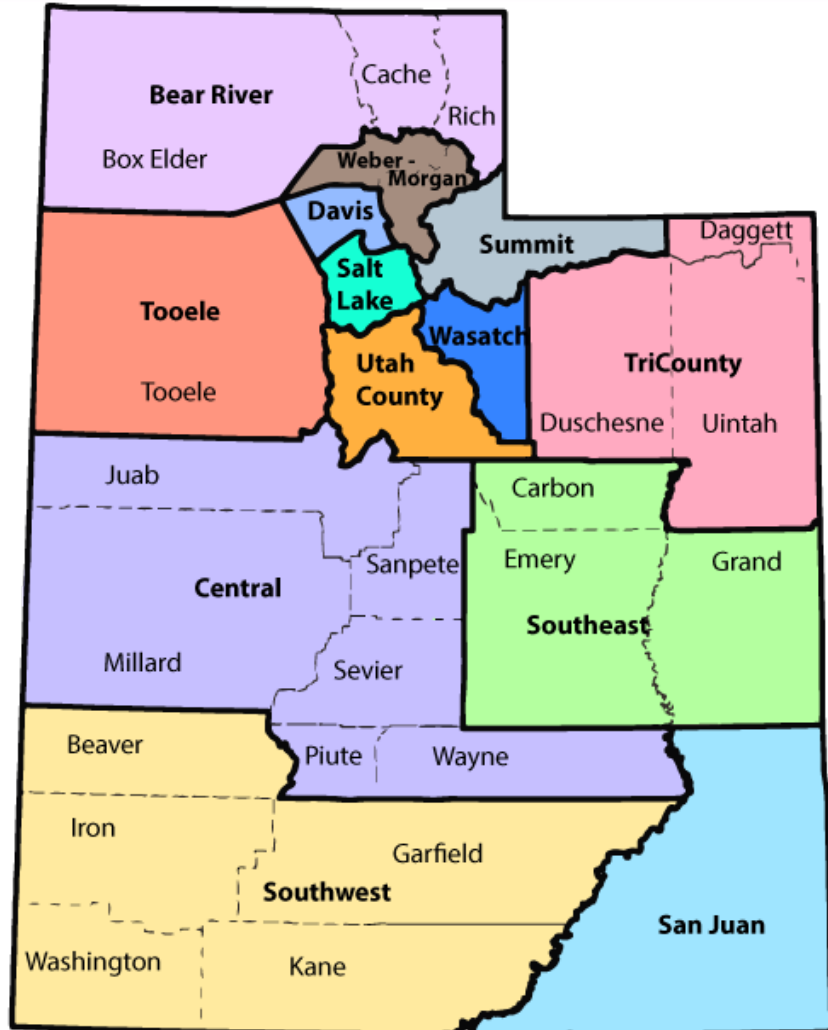


Population Served

1. Grant funding must be used within homeless service sites, encampments or other congregate settings like group homes, as published by the Center for Disease Control and Prevention.
2. For Emergency Shelter project types, beneficiaries must meet the “homeless” definition in 24 CFR 576.2. However, there is not a required income test to determine eligibility.



Program Services



- Organizations must be in or provide services in Southeast or TriCounty Local Health District.



Project Types

- **Infectious Disease Detection**

- IDD projects will provide services related to screening, diagnostic testing of COVID-19 and other infectious diseases and contact tracing.

- **Infectious Disease Mitigation**

- IDM projects will provide services related to infection control practices for homeless services sites, cleaning and sanitization supplies, Personal Protection Equipment (PPE), COVID-19 vaccinations within encampments, and other infectious disease prevention measures in encampments.

- **Emergency Shelter**

- ES project types will provide temporary shelter for those who are homeless. Hotel/motel vouchers for patients who test positive for COVID-19 or other infectious diseases may be used to accomplish this.



Project types

Applications can only be for one project type.

If your agency would like to apply for multiple projects, you must apply for each project type.

Example: The project includes testing and vaccinations.
The applicant should submit two applications.



Minimum Requirements

1. Services must be provided within the specific health district that the organization is applying in.
2. Demonstrated history of providing services for infectious disease detection and mitigation.
3. Coordination with DWS-OHS and DHHS.
4. Project services must be for infectious diseases, specifically COVID-19 detection and mitigation.
5. Services must be at homeless service sites, encampments, or congregate living facilities.



Expected Measurements and Outcomes

- **Programs must track data to demonstrate outcomes of funded services.** For reporting requirements and instructions please reference Attachment B - Scope of Work.
 - DWS-OHS will request data from programs and report to the State of Utah DHHS and the U.S. Department of Health and Human Services (HHS) Centers for Disease Control and Prevention (CDC).
- When applicable, **programs must comply with Section 18115 of the CARES Act**, for reporting to the HHS Secretary in regard to SARS-CoV-2 testing or possible COVID19 diagnoses.
- Outcomes proposed in the application are taken into consideration. **Outcomes should be reasonable and achievable** based on the programming and population the application proposes to serve



Funding

- The grant period will be from January 16th 2022 to June 30th 2024.
- Funding will be distributed on a cost reimbursement or fee-for-service basis.
- The amount awarded will be based on program application, evaluation criteria, and funding availability.
- All unused funds will be returned to DWS-OHS at the end of the grant period.



Evaluation and Award

- Applications will be evaluated on a competitive basis.
- One organization application per project type.
- Applicants must be available for questions and or presentations during grant review.
- The maximum score is 135, however applications below **40 points will not be considered.**
- Awards will be made to applicant(s) that best meet the objectives of the grant.
- Successful grant applications will be open to public inspection after grant award.
- Organizations may be awarded partial grants.



Application Process

SUBMISSION CHECKLISTS

PRE-APPLICATION CHECKLIST	
<input type="checkbox"/>	UEI number (replaces DUNS, instructions found here)
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Letter of Intent , due Monday, August 8, 2022, 5:00 PM MT

APPLICATION CHECKLIST Applications Due: Monday, August 22, 2022, 11:59 PM MT	
<input type="checkbox"/>	Appendix A - Grant Application Cover Sheet and Organization Information
<input type="checkbox"/>	Appendix B - Grant Application Narrative
<input type="checkbox"/>	Appendix C - Budget Narrative and Itemization Form
<input type="checkbox"/>	Appendix D - FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the State)
<input type="checkbox"/>	Letter of Support from your Local Homeless Council (LHC) - if applicable
<input type="checkbox"/>	Certificate of Insurance meeting the requirements found in the Terms & Conditions
<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 agreement or a cost allocation plan - if applicable

Applications must be received by **Monday, August 22, 2022, by 11:59 PM MT**. Applications must be submitted online at the [Housing Grants website](#); no paper copies will be accepted.

CONTACTS

Contract Owner: Shaylee Tulane, stulane@utah.gov
Contract Analyst: Melissa Turner, melissaturner@utah.gov



Letter of Intent

- The letter of intent must be submitted by **Dec. 6th by the end of the business day.**
- The letter of intent can be found on the RFGA website.

OHS Homelessness Infectious Disease Reduction Assistance – TriCounty and Southeast RFGA

Announcement	Eligibility Requirements	Application	Addendum	Questions & Answers
Grant Title:	OHS Homelessness Infectious Disease Reduction Assistance – TriCounty and Southeast RFGA			
Solicitation #:	23-DWS-S023			
Funding Source:	Federal Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Program			
Letter of Intent Deadline:	Thursday, December 6, 2023, by 5:00 PM MT. Click here.			
Application Deadline:	Thursday, December 15, 2023, by 11:59 PM MT: Proposals must be received no later than 12:00 PM. Proposals received after 11:59 PM MT will not be accepted. <i>Online submission plus emailed budget.</i>			
Program Start Date:	January 16, 2023			
Program End Date:	June 30, 2024			
Pre-Proposal Meeting (Virtual):	Tuesday, November 29, 2022: 10:00 AM – 11:30 AM MT Please click this URL to join: https://utah-gov.zoom.us/j/85200543344? pwd=UjVwYlQ4dk8xdkx2WkpyNm13bFdDUT09 Passcode: uv7yRp!G			



Letter of Intent

- The letter of intent will ask for some basic information about your agency including:
 - Primary grant contact person (title, email, phone number)
 - The Local Homeless Council you are in
 - The Local Health District you are in



OHS - Homelessness Infectious Disease Reduction Assistance Fund TriCounty and Southeast - Letter of Intent

Please indicate your intention to submit an application for the OHS - Homelessness Infectious Disease Reduction Assistance Fund by completing this form no later than **Tuesday December 6, 2022 at 5:00 p.m.**, MDT.

Although this Letter of Intent is non-binding, it is a first step in the OHS - Homelessness Infectious Disease Reduction Assistance Fund application process.

Letters of Intent received after **5:00 PM, MDT on Tuesday December 6, 2022**, may not be accepted and prospective applicants will not be eligible to apply for the OHS - Homelessness Infectious Disease Reduction Assistance Fund.

stulane@utah.gov [Switch account](#)

* Required

Email *

Your email

Organization Name *

Your answer

Primary Grant Contact Person *

Your answer



How to Apply

- Grant information can be found at <https://jobs.utah.gov/department/rfg/ohshidra/index.html>
 - Letters of Intent are due **Dec. 6th 2022**
 - Applications will be due **Dec. 15th 2022**
- One organization application per project type

OHS Homelessness Infectious Disease Reduction Assistance – TriCounty and Southeast RFGA

[Announcement](#)

[Eligibility Requirements](#)

[Application](#)

[Addendum](#)

[Questions & Answers](#)

Application

- [OHS Homelessness Infectious Disease Reduction Assistance – TriCounty and Southeast Health Districts RFGA](#)
- [Appendix A - Grant Application Cover Sheet](#) (Attach all required documents to this link to submit the application)
- [Appendix B – Grant Application Narrative](#)
- [Appendix C – Budget Narrative and Itemization Form](#)
- [Appendix D – FFATA Certification by Subrecipients](#) (not required for State Agencies and Component Units of the State)



Application Checklist

Before you complete the the RFGA coversheet, please review the application checklist.

SUBMISSION CHECKLISTS

PRE-APPLICATION CHECKLIST

<input type="checkbox"/>	UEI number (replaces DUNS, instructions found here)
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Letter of Intent , due Tuesday, December 6 2022, 5:00 PM MT

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<input type="checkbox"/>	Appendix A - Grant Application Cover Sheet and Organization Information
<input type="checkbox"/>	Appendix B - Grant Application Narrative
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<input type="checkbox"/>	Appendix D - FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the State)
<input type="checkbox"/>	Letter of Support from your Local Homeless Council (LHC) - if applicable
<input type="checkbox"/>	Certificate of Insurance meeting the requirements found in the Terms & Conditions – if applicable
<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 agreement or a cost allocation plan - if applicable

Applications must be received by **Thursday December 15, 2022, by 11:59 PM MT**. Applications must be submitted online at the [Housing Grants website](#); no paper copies will be accepted.

CONTACTS

Contract Owner: Shaylee Tulane, stulane@utah.gov
Contract Analyst: Melissa Turner, melissaturner@utah.gov



Application Coversheet

APPENDIX A Department of Workforce Services Homelessness Infectious Disease Reduction Assistance Fund RFGA Solicitation # 23-DWS-S023 Grant Application Cover Sheet	
Organization Legal Name:	*
Federal Tax ID #:	*
Unique Entity Identifier (UEI) #:	*
Vendor #:	*
LHC Project is Located In:	*
This organization is doing business as:	
<input type="radio"/> Individual/Sole Proprietor	<input type="radio"/> For-Profit Corporation
<input type="radio"/> Non-Profit Organization (attach 501(c)(3) letter)	<input type="radio"/> Government Agency
Total Grant Funds Requested in this application (all years combined):	\$ *
Project Start Date:	*
Anticipated Project End Date:	*
EXECUTIVE DIRECTOR OR EQUIVALENT (person authorized to sign grant application and/or an awarded contract)	
Name:	*
Position:	*
Address:	
City:	*
State:	*
Zip Code:	*
Telephone:	*
Email:	*



Application Coversheet

GRANT ADMINISTRATOR (if different from above)	
Name: _____	Position: _____
Address: _____	
City: _____	State: _____ Zip Code: _____
Telephone: _____	Email: _____
FINANCIAL ADMINISTRATOR	
Name: _____	Position: _____
Address: _____	
City: _____	State: _____ Zip Code: _____
Telephone: _____	Email: _____



Application Coversheet

PROJECT INFORMATION
SECTION A: PROJECT INFORMATION
Project Type* (please check ONLY one). You MUST submit a <u>SEPARATE APPLICATION FOR EACH PROJECT TYPE</u> if your project encompasses more than one project type.
<ul style="list-style-type: none">* <input type="radio"/> Infectious Disease Detection (IDD)* <input type="radio"/> Infectious Disease Mitigation (IDM)* <input type="radio"/> Emergency Shelter (ES)
<i>*Please see Attachment B – Scope of Work for detailed descriptions.</i>
SECTION B: LOCAL HEALTH DISTRICT PROJECT IS LOCATED IN
Local Health District** (please check one):
<ul style="list-style-type: none">* <input type="radio"/> Southeast Utah (Carbon, Emery, Grand counties)* <input type="radio"/> TriCounty (Daggett, Duchesne, Uintah counties)



Application Coversheet

ATTACHMENTS

SECTION A: DWS FORMS TO PREPARE AND ATTACH:

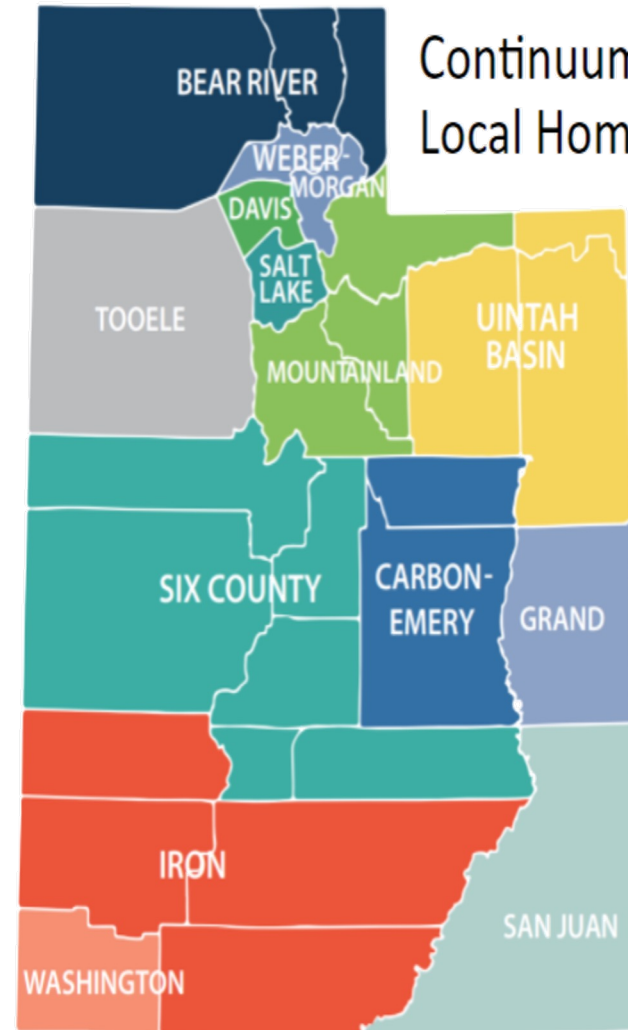
- * [Click to...](#) **APPENDIX B: Grant Application Narrative**
- * [Click to...](#) **APPENDIX C: Budget Narrative and Itemization Form**
- * [Click to...](#) **APPENDIX D: FFATA CERTIFICATION BY SUBRECIPIENTS** (not required for state agencies and component units)

SECTION B: ADDITIONAL DOCUMENTS TO PREPARE AND ATTACH:

- [Click to ...](#) **1. Local Homeless Council (LHC) Letter of Support – if applicable**
- [Click to ...](#) **2. Certificate of Insurance (not required for government entities)**
- [Click to ...](#) **3. Business License or Articles of Incorporation – if applicable**
- [Click to ...](#) **4. 501(C)(3) Letter – if applicable**
- [Click to ...](#) **5. Federally Approved Indirect Cost Rate Agreement or Cost Allocation Plan – if applicable**



LHC Letters of Recommendation



Continuum of Care (CoC) & Local Homeless Councils (LHCs)

Continuum of Care

Balance of State — 11 LHCCs

- 25 Counties throughout the state

Mountainland — 1 LHCC

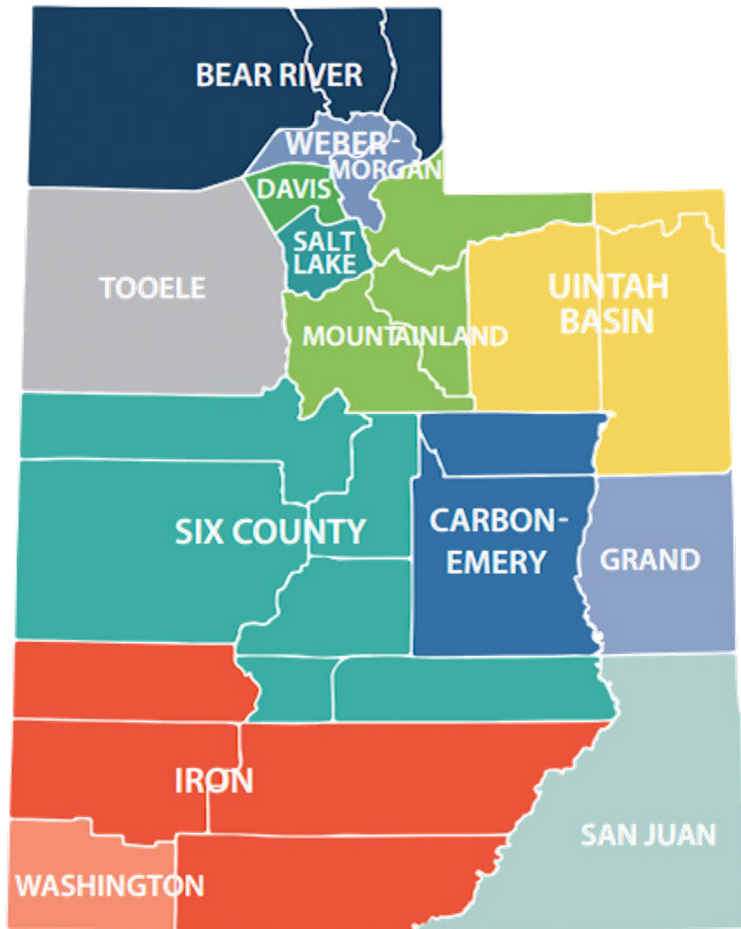
- Summit County
- Utah County
- Wasatch County

Salt Lake County — 1 LHCC

- Salt Lake County
- Salt Lake Valley Coalition to End Homelessness



Local Homeless Council



- A Letter of support from your Local Homeless Council is required.
- To contact your LHC, please go to <https://endutahhomelessness.org/>



Local Homeless Council

← → ↻ 🏠 🔒 endutahomelessness.org

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BALANCE OF STATE ▼

MOUNTAINLAND

SALT LAKE VALLEY ▼

UTAH HOMELESSNESS COUNCIL

UTAH HOMELESS NETWORK

UHMIS

COVID-19 INFORMATION

POINT IN TIME COUNT

DATA

EDUCATION AND ADVOCACY

NEED HELP

SUPPORT

COORDINATED ENTRY



Narrative Questions

APPENDIX B Department of Workforce Services Homelessness Infectious Disease Reduction Assistance RFGA Solicitation # 23-DWS-S016 Grant Application Narrative	
Directions: Narrative must be in the default size, font, spacing, and space provided. Additional narrative attachments are not allowed.	
1. GENERAL PROJECT INFORMATION	
a.) Name of Primary Entity:	
2. PROJECT FINANCIAL INFORMATION	
a.) Total Project Cost:	
3. PROJECT DESCRIPTION	
a.) Please provide a detailed summary of this project, including but not limited to the implementation of the project, the project timeline, what services will be provided, and how services will be provided.	
b.) Please provide a detailed list of the outcomes for this project. Please include how the project outcomes are specific, measurable, achievable, relevant, and timely.	
c.) Any additional relevant project details.	



Grant Narrative Questions

Section 3 - asks organizations to clearly and concisely describe the project, its outcomes, and additional details.

3. PROJECT DESCRIPTION
a.) Please provide a detailed summary of this project, including but not limited to the implementation of the project, the project timeline, what services will be provided, and how services will be provided.
b.) Please provide a detailed list of the outcomes for this project. Please include how the project outcomes are specific, measurable, achievable, relevant, and timely.
c.) Any additional relevant project details.



Grant Narrative Questions

Section 4 - asks organizations to describe percentage of the project's services will be in either homeless service sites, encampments or congregate living.

Additionally, applicants should provide clear and concise details of what the services will entail in each location.

Homeless service sites include emergency night shelters, day shelters, meal service sites, transitional housing, permanent supportive housing sites, and other sites that provide services to people experiencing homelessness.

Encampment is defined as an outdoor location not intended for human habitation where at least one person is residing and may also include locations where people experiencing unsheltered homelessness gather during the day.

Congregate Living includes community-based residential facilities that house people with disabilities or other needs.

a.) What percent of your project services will be provided in either homeless service sites, encampments, or congregate living facilities? Please provide a clear description of those service sites and services.



Grant Narrative Questions

Section 5 – covers a couple sets of questions.

1. Organizations will be asked to provide an estimate on how much of their services will cover their health district.
2. Organizations will need to describe how this project will coordinate with their local health department and other agencies.
3. Organizations, if they are applying for ES (hotel/motel vouchers) will need describe their past efforts with quarantining.

5. PROJECT COORDINATION
a.) What percent of your Local Health District (LHD) will your project or your services cover? Please provide an estimate of service coverage. (Please see: https://ibis.health.utah.gov/ibisph-view/about/LocalHealth.html)
b.) Please describe how your project will be coordinating with existing and new resources with your Local Health Department.
c.) For applications for ES funding only: Does your agency have experience with or currently provide quarantine and isolation services for those who test positive for an infectious disease, including COVID-19, through hotel/motel vouchers? If so, please describe your agency's policy, procedures, or services. If not, please describe how your agency will ensure successful implementation (if applicable). (NOT SCORED)
d.) Please describe how your project will be coordinating with existing and new resources with other Homeless Service Agencies.
e.) Please describe how your project will identify local medical professionals to respond to emergency needs.



Grant Narrative Questions

Section 6 - asks organizations to explain their history with infectious disease control, prevention, and quarantining.

Additionally, organizations will be asked to explain how this program will be innovative and what resources will be utilized.

6. INFECTIOUS DISEASE RELATED INFORMATION
a.) Does your agency have experience with or already operate projects to mitigate and detect infectious diseases (including COVID-19)? If so, please describe your agency's policy and procedures and or services. If not, please describe how your agency will ensure successful implementation.
b.) Does your agency have experience in reporting and or collecting data regarding infectious diseases, including COVID-19? If so, please describe your agency's policy, procedures, or services. If not, please describe how your agency will sure successful implementation.
c.) Can the services to mitigate and detect infectious diseases be sustained after the project end date? If so, please describe how services will be sustained after the project end date.
d.) Please describe in what ways would this project be considered innovative in regard to infectious disease detection and mitigation in homeless service sites.



Grant Narrative Questions

Section 7 - only for those applying for Emergency Shelter project type.

If you are applying for ES funding, this section asks organizations to explain their history of data management in HMIS and how they ensure quality data.

7. HMIS INFORMATION
a.) Applications for ES funding only: Does your agency have experience collecting and entering data into HMIS? If so, please describe your agency's experience, policies and procedures. If you do not have experience but are applying for ES funding, please describe how you will ensure successful data collection and reporting strategies.



Grant Narrative Questions

Section 8 - coordination with your LHC. Organizations will be asked to describe their relationship with their LHC.

If you are unable to receive a letter of support from your LHC, organizations can still receive partial points for this section.

8. LOCAL HOMELESS COUNCIL INFORMATION
If you are unsure which Local Homeless Council is over your area, please go to: https://bit.ly/3OSp1Kk . Additionally, you can go to https://endutahhomelessness.org/ for more information.
a.) Does your agency regularly attend your Local Homeless Council (LHC) meetings? Please describe your agency's relationship with your LHC.
b.) Please attach a letter of support from your Local Homeless Council to Appendix A - Application Cover Page. If a letter is not available, please provide an explanation below.



Break

We will be taking a 10min
break



Scope of Work

Attachment B SCOPE OF WORK

I. Purpose/Background

In October 2021, the Utah State Department of Health and Human Services (DHHS) received COVID-19 funding from the Federal Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Program. A portion of this funding has been passed to the Department of Workforce Services, Office of Homeless Services (DWS-OHS) for the purpose of providing funds to homeless providers for the following:

- A. To detect and mitigate the spread of COVID-19 and other infectious diseases in homeless service sites, and other congregate living facilities and encampments.
 - i) **Homeless service sites** include emergency night shelters, day shelters, meal service sites, transitional housing, permanent supportive housing sites, and other sites that provide services to people experiencing homelessness.
 - ii) **Encampments** is defined as an outdoor location not intended for human habitation where at least one person is residing and may also include locations where people experiencing unsheltered homelessness gather during the day.
 - iii) **Congregate Living Facilities** include group homes or community-based residential facilities that house people with disabilities or other needs.

II. Grantee Responsibilities

- A. **COMPLIANCE:** GRANTEE must complete the projects as defined in the application as approved by the Utah Homelessness Council (UHC), Department of Health and Human Services (DHHS), and DWS-OHS. Any deviations from the original project intent or funding approval must be approved in writing by DWS-OHS and DHHS. DWS-OHS reserves the right to deny any change requests. DWS-OHS and DHHS must approve any Subgrantees through the application process. GRANTEE is responsible for Subgrantees' compliance with the Terms and Conditions of this contract and will provide DWS-OHS with a copy of any agreements with Subgrantees.



Responsibilities

Responsibilities are what the Grantee is responsible for during the life of the contract.

- First, grantees are required to perform all tasks as they are approved by DWS-OHS, DHHS, and the UHC.
- Ongoing training for UHMIS users and case managers.

- A. **COMPLIANCE:** GRANTEE must perform all tasks as approved by the Utah Homelessness Council (UHC), Department of Health and Human Services (DHHS), and DWS-OHS. Any deviations from the original project intent or funding approval must be approved in writing by DWS-OHS and DHHS. DWS-OHS reserves the right to deny any change requests. If applicable, DWS-OHS and DHHS must approve any Subgrantees through the application process. GRANTEE is responsible for Subgrantees' compliance with the Terms and Conditions of this contract and will provide DWS-OHS with a copy of any agreements with Subgrantees.
- B. **ONGOING TRAINING:** GRANTEE shall follow the following training guidance:
 - i) If providing emergency services, Utah Homeless Management Information System (UHMIS) users must complete all training required by the UHMIS Policies and Procedures and other training deemed necessary by DWS-OHS staff.
 - ii) Full and part-time case managers and other staff who are in a case management role regardless of the title must have, or be working towards Case Manager Certification administered by the Utah Department of Health and Human Services (DHHS) unless determined exempt by DHHS. Guidelines for certification and standards are located at: <https://dsamh.utah.gov/case-management>.



Responsibilities

Grantees will participate in the following:

- UHC Strategic Plan
- ES projects will enter required data into UHMIS
- Point In Time count
- Housing Inventory Count
- Infectious Disease coordination meetings

C. **PROJECT PARTICIPATION:** GRANTEE must participate in the following:

- Activities aligning with and supporting the UHC Statewide Strategic Plan.
- CoC and LHC activities, policies, and procedures.
- If participating in Emergency Shelter (ES) projects, UHMIS: **Non-Domestic Violence Service** GRANTEE is required to enter all data elements into UHMIS that are associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standard manuals, and the State of Utah data standards. Data entered into UHMIS for this program must meet the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at: <https://utahhmis.org/about/governance/>.
- If participating in ES projects, UHMIS: **Domestic Violence Service** GRANTEE is required to enter all data elements into an HMIS comparable database that is associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standard manuals, and the state of Utah data standards. Data entered into the agency's comparable database must meet the minimum data quality standards as outlined in the UHMI Standard Operating Procedures. 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. Further information can be found at: <https://utahhmis.org/about/governance/>.
- Annual Point-in-Time (PIT) Homeless Count.
- Housing Inventory Count (HIC), as applicable.
- All data initiatives as requested by DWS-OHS, including all federally mandated reports, which may include but is not limited to data sharing agreements between service providers and public health agencies to allow for coordination of care.



Responsibilities

Grantees will be required to participate in Technical Assistance activities which will include virtual meetings and onsite visits.

GRANTEE will need to ensure that clients and services meet eligibility guidelines.

D. **TECHNICAL ASSISTANCE:** GRANTEE must 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 contract review. A contract review may result in probation or termination of the contract.

E. **ELIGIBILITY:** GRANTEE must serve homeless persons who are within either homeless service sites, encampments, and or congregate living facilities. GRANTEE'S providing wrap-around services, including hotel/motel vouchers, must determine and verify a client is positive for an infectious disease within 30 days of receiving services.



Project Types

- **Infectious Disease Detection**

- IDD projects will provide services related to screening, diagnostic testing of COVID-19 and other infectious diseases, and contact tracing.

- **Infectious Disease Mitigation**

- IDM projects will provide services related to infection control practices for homeless services sites, cleaning and sanitization supplies, Personal Protection Equipment (PPE), COVID-19 vaccinations within encampments, and other infectious disease prevention measures in encampments.

- **Emergency Shelter**

- ES project types will provide temporary shelter for those who are homeless. Hotel/motel vouchers for patients who test positive for COVID-19 or other infectious diseases may be used to accomplish this.



Reporting

- ES project types will need to submit their data into UHMIS within 5 days of client interactions.
- Google forms will be due the 10th of every month.
- Any medical infectious disease testing completed must be reported through EpiTrax within 24hrs of test results being received.
- Each project type has a set of reporting measures, outcomes will be determined in the contract.



Project Measures

Emergency Shelter (ES)

1. Number of Clients Served.
2. Number of Households served.
3. Number of outbreaks.
4. Average amount of time between positive COVID-19 result and quarantine placement.
5. Number of project leavers (participant project exits).
6. Number of participants who exited to an emergency shelter.
7. Number of participants who exited to a place not meant for habitation.
8. Number of participants who exited to transitional housing.
9. Number of participants who exited to permanent housing.
10. Number of participants who exited to other destinations.
11. Length of time persons remain homeless.
12. Average length of project participation in days for leavers.
13. Median length of project participation in days for leavers.
14. Average length of project participation in days for stayers.
15. Median length of project participation in days for stayers.

Infectious Disease Mitigation (IDM)

1. Number of clients served.
2. Number of households served.
3. Number of vaccinations in encampments.
4. Number of medical providers identified to respond to emergency needs.
5. Number of practices for infection disease prevention measures for encampments.
6. Number of outreach staff for Infectious disease prevention measures for encampments.
7. Number of staff trained on proper hand hygiene practices.
8. Number of staff trained on sterilization or disinfection practices.
9. Number of supplies and equipment for sterilization or disinfection within homeless service sites and encampments.
10. Number of PPE supplies used and distributed to prevent infectious diseases within homeless service sites and encampments.

Infectious Disease Detection (IDD)

1. Number of COVID-19 screenings completed.
2. Number of COVID-19 tests administered.
3. Number of other infectious diseases tests administered.
4. Number of positive COVID-19 tests.
5. Number of Outbreaks.
6. Number of staff trained on COVID-19 and other infectious disease testing procedures.
7. Number of staff trained on case investigation and contact tracing.
8. Number of close contacts identified from COVID-19 positive patients.



Budget

Attachment C		
DWS Office of Homeless Services (OHS)		
Grant Budget Narrative and Itemization Form		
July 1, 2022 - June 30, 2023		
Organization:		
HMIS Project Name(s):		
WebGrants Project Letter:		
Contract Award Amount:		
<p>All planned expenses must be itemized, detailed and described for each line item. Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding. Please refer to the "Category Definitions for Allowable Expenditures" document for additional information.</p>		
<p>Category I - Indirect Expenses:</p>		
<p>a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA), the NICRA <u>must</u> 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.</p>		
<p>b) De Minimis - If the organization <u>does not</u> have a NICRA and chooses a <u>de minimis</u> rate, Category I <u>must</u> 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.</p>		
Category I	Itemized Details of Grant Funds Requested	Grant Funds Requested
*Indirect Expenses		\$ -
Indirect Costs		\$ -
<p><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.</i></p>		
<p>Category II - Direct Administrative Expenses:</p>		
<p>If the organization DOES NOT have a NICRA and chooses not to use the de minimis rate, the organization <u>must</u> use Category II if charging Direct Administrative Expenses.</p>		
Category II	Itemized Details of Grant Funds Requested	Grant Funds Requested
Direct Administrative Expenses		
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Professional Fees & Contract Services		\$ -



Budget

- One budget per project type, per organization
- Category I & II shall not be more than 10% of the total expenses found in Category III
 - De Minimus Rate (asterisked items)
- Budget document shall be named: *XYZ Organization Budget Narrative and Itemization Form*

Attachment C DWS Office of Homeless Services (OHS) Grant Budget Narrative and Itemization Form July 1, 2022 - June 30, 2023		
Organization:		
HMS Project Name(s):		
WebGrants Project Letter:		
Contract Award Amount:		
<p>All planned expenses must be itemized, detailed and described for each line item. Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding. Please refer to the "Category Definitions for Allowable Expenditures" document for additional information.</p>		
<p>Category I - Indirect Expenses:</p> <p>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.</p> <p>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.</p>		
Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -
<p><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.</i></p>		
<p>Category II - Direct Administrative Expenses:</p> <p>If the organization DOES NOT have a NICRA and chooses not to use the de minimis rate, the organization must use Category II if charging Direct Administrative Expenses.</p>		
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Professional Fees & Contract Services		\$ -



Budget Compliance

- All expenditures must comply with 45 CFR 75.

Link: <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75>

- All Claims will be submitted through WebGrants 3 and will include supporting documentation.
- Changes to the budget must be approved by DWS-OHS prior to expenditure date.



Allowable Costs



Homelessness Infectious Disease Reduction Assistance Grant

Allowable Costs by Project Quick Reference

The Homelessness Infectious Disease Reduction Assistance grant is limited to specific allowable activities. However, each activity must directly support program efforts to detect or mitigate SARS-CoV-2 (COVID-19) or other infectious diseases. Funding aligns with the State of Utah Department of Health and Human Services (DHHS) and the U.S. Department of Health and Human Services (HHS) Centers for Disease Control and Prevention (CDC). Exceptions for allowable activities will only be granted if approved by the Department of Workforce Services Office of Homeless Services (DWS-OHS) and the State of Utah Department of Health and Human Services (DHHS).

For additional information, please reference the following:

<https://www.cdc.gov/ncezid/dpei/pdf/detect-mitigate-covid-homeless-508.pdf>

<https://www.cdc.gov/ncezid/dpei/pdf/detect-mitigation-covid-service-sites-508.pdf>

In the RFGA packet there is a document that goes through the allowable costs per project type.

Any questions about filling out the budget form or allowable expenses?



Scoring Rubric

Attachment C HIDRAF TriCounty Southeast RFGA Evaluation Score Sheet Solicitation				
2 PROJECT FINANCIAL INFORMATION			Section Total:	10
2.a Total cost of the project.				
1-3 The budget lacks details, is considered unreasonable, and does not meet any of the requirements of the funding.		4-6 The budget lacks details and/or is not concise. The budget amounts are not slightly above or below a reasonable amount for the services. The budget meets some of the minimum requirements but not all.		7-10 The budget is clear and complete. The budget amounts are reasonable for the services described. The budget meets all minimum requirements. The budget items requested fit within the specific project type.
3 PROJECT DESCRIPTION			Section Total:	25
3.a/c Please provide a detailed summary of this project, including but not limited to the implementation of the project, the project timeline, what services will be provided, and how services will be provided.				
1-5 The summary was not clear, did not outline the key services of the project, and does not meet the goal of the funding.		6-10 The summary provides some details on the project but does not specify key areas like services, implementation, or timeline.		11-15 The summary clearly details what the project is, what the funding will be used for, and how the project will be implemented.
3.b Please provide a detailed list of the outcomes for this project. Please include how the project outcomes are SMART (specific, measurable, achievable, relevant, and timely).				
1-3 The project outcomes lack clarity, are not SMART goals, and/or do not provide a clear description.		4-6 The project outcomes provide some description but miss key elements of SMART goals or lack some key details.		7-10 The description for project outcomes are SMART, detailed, and concise.
4 PROJECT RESTRICTIONS			Section Total:	10
Homeless service sites includes emergency night shelters, day shelters, meal service sites, transitional housing, permanent supportive housing sites, and other sites that provide services to people experiencing homelessness. Encampment is defined as an outdoor location not intended for human habitation where at least one person is residing and may also include locations where people experiencing unsheltered homelessness gather during the day. Congregate Living includes community based residential facilities that house people with disabilities or other needs.				
4.a What percent of your project services will be provided in either homeless service sites, encampments, or congregate living facilities? Please provide a clear description of those service sites and services.				
1-3 The agency does not provide any explanation if, or if they will not, be providing services in one of the facilities listed above.		4-6 The agency states that they will/will not provide services but does not provide a detailed description of how they meet the definition above or what the services are.		7-10 The agency provides a clear description of their services or provides a clear and detailed explanation of where they will be providing services. Additionally the answer clearly fits at least one of the definitions above.
5 PROJECT COORDINATION			Section Total:	35
5.a What percent of your local health district will your project or your services cover? (Please see: https://ibis.health.utah.gov/ibisph-view/about/LocalHealth.html)				
1-4 The project will cover less than 50% of the health district.		5-10 The project will cover between 50%-79% of the health district.		11-15 The project will cover between 80%-100% of the health district.
5.b Please describe how your project will be coordinating with existing and new resources with your Local Health District.				
1-3 The agency does not have ties to the local district or has informal procedures and does not specify how the project will improve coordination.		4-6 The agency does not have ties to the local district or has informal procedures but provides some information on improving coordination but lacks clear future planning and specification.		7-10 The agency specifies their current procedures with the local district or specifies how they plan to improve coordination with their local health district. Also provides clear expectations on coordination.
5.d Please describe how your project will be coordinating with existing and new resources with other Homeless Service Agencies.				
1-2 The agency does not have ties to other homeless service providers or has informal procedures and does not specify how the project will improve coordination.		3 The agency does not have ties to other homeless service providers or has informal procedures but provides some information that will improve coordination but lacks clear future planning and specification.		4-5 The agency specifies their current partnership with other homeless service providers or specifies how they plan to improve coordination with other homeless service providers. Also provides clear expectations on coordination.
5.e Please describe how your project will identify local medical professionals to respond to emergency needs.				
1-2 The agency does not have ties to other resources or has informal procedures and does not specify how the project will improve coordination.		3 The agency does not have ties to medical professionals or has informal procedures but provides some information which will improve coordination but lacks clear future planning and specification.		4-5 The agency specifies their current partnerships with medical professionals or specifies how they plan to improve coordination with local medical professionals. Also provides clear expectations on coordination.



Overview

- There is **135** points available, projects must receive more than **40** points to be considered.
- If applicants are unable to receive a letter of support from their LHC, they can still receive partial points.
- The scoring committee will be comprised of health professionals, homelessness providers, and other experienced professionals.
- Scoring preferences will be given to organizations that cover a higher percentage of their health district and have LHC support.



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



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 - 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.
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 - 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.
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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-

Inform DWS of conflicts.

Grantee is liable for their Own entities actions.

Alterations or changes will need to be approved and signed by both parties.

Human-Subject research is NOT allowed.

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.

Organization cannot charge clients for services under this grant.

Award organizations are responsible for all aspects of the SOW and cannot assign responsibilities to other organizations without prior approval from DWS.

13. GRANTEE RESPONSIBILITY: GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

14. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:

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

15. INDEPENDENT GRANTEE: GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

16. MONITORING:

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

We have the right to perform monitoring. The Contract Owner will determine how/when the monitoring will be performed.

- 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 by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall

Standard contract termination. Agreement may be terminated for several reasons. Among those is non-compliance with the Agreement, change in funding availability, changes to law(s), or at the discretion of either party with appropriate notice.

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

If DWS determines that suspension of the agreement is necessary, DWS will provide written notification prior to suspension.

This is a two year competitive grant. No renewals.

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 is 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;

Grantees are responsible to comply with all state and federal laws.

- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

Any work done on State (DWS) premises will abide by rules, regulation, and policies

Any work done on State (DWS) premises will abide by rules, regulation, and policies

This document is to protect parties, and needs to be signed and filed by contractually involved individuals.

A system to present grievances needs to be provided by grantees.

PROTECT INFORMATION And maintain all pertinent records

- 31. **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.
- 32. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 33. **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.
- 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.
- 35. **PROTECTION AND USE OF CLIENT RECORDS:** Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure

by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law.

GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable.

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

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.

37. **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.

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

**Just to reiterate:
PROTECT INFORMATION And
maintain all pertinent records**

**Required to maintain
insurance throughout the
duration of the contract.**

**If a vehicle is utilized under
this agreement then
commercial automobile
liability insurance is required.**

**Commercial general liability
insurance is required with at
least 1 million dollars per
person per occurrence. And 3
million aggregate per
occurrence coverage.**

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.

Comply with all pertinent laws regarding financial reporting.

39. **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.

Payments will be made by DWS upon receipt of ITEMIZED billing for services rendered in agreement.

40. **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.

DWS may withhold payments for non-compliance.

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 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.

42. **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.

Table 1: Cost Principles

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

c. Compensation for Personal Services - Additional Cost Principles:

In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
- ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
- iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
- iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

48. 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.

49. 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.

Admin expenses as per terms of agreement.

Changes to the budget must be approved in writing by DWS. Transfer of funding from Category III to I or II aren't permitted.

50. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - b. Allowable under applicable cost principles.
 - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
 - d. In accordance with the appropriate Federal grant being matched.
 - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
51. **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.
52. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
53. **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.
54. **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.
55. **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.
56. **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.
57. **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.
58. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, GRANTEE certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the Agreement.



**WORKFORCE
SERVICES
HOMELESS SERVICES**

