

Department of Workforce Services

# Request for Grant Applications (RFGA)

## Homelessness Infectious Disease Reduction Assistance Fund RFGA TriCounty and Southeast Health Districts

Solicitation #23-DWS-S023

**LETTER OF INTENT DUE: December 2, 2022, 5:00 PM MT**  
**APPLICATION DUE: December 15, 2022, 11:59 PM MT**



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# INTRODUCTION AND OBJECTIVE

## OVERVIEW

In October 2021, the Utah State Department of Health and Human Services 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) 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.

DWS-OHS is requesting grant applications for projects that provide services to homeless persons such as monitoring infectious disease spread, testing for infectious disease, and quarantining positive cases who are within homeless service sites or encampments located in a specific health district, as specified by the [Utah State Department of Health and Human Services](#).

## POPULATION SERVED

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

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.

## SERVICE AREA AND PROJECT TYPES

Organizations must be located in or provide services in the following health districts only, as specified by the [Utah State Department of Health and Human Services](#):

1. Southeast Utah (Carbon, Emery, Grand counties)
2. TriCounty (Daggett, Duchesne, Uintah counties)

Note, Local Homeless Council (LHC) and Health Districts do not always align. For more LHC information, click [here](#).

Applications will be accepted for projects that meet one of these three project-type descriptions:

1. Infectious Disease Detection (IDD)  
Services that detect and respond to infectious disease cases and outbreaks, specifically for COVID-19, within homeless service sites, encampments, and other congregate settings. Services related to screening, diagnostic testing of COVID-19 and other infectious diseases, and contact tracing.

2. Infectious Disease Mitigation (IDM)

Services that help to reduce the risk of infections from infectious diseases within homeless service sites, encampments, and other congregate settings. Services related to infection control practices for homeless services sites, cleaning and sanitization supplies, PPE, COVID-19 vaccinations within encampments, and other infectious disease prevention measures in encampments. IDM projects include street outreach to encampments for the purposes of infectious disease prevention measures, sanitation, and hygiene services.

3. Emergency Shelter (ES):

Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless who test positive for infectious disease, and which does not require occupants to sign leases or occupancy agreements. ES project types provide services for those who have tested positive for COVID-19 and other infectious diseases to help reduce overcrowding, quarantining, and aid and decompression efforts for facilities. Hotel/motel vouchers for clients who test positive for COVID-19 or other infectious diseases may be used to accomplish this same purpose at an existing hotel/motel facility if a sufficient dedicated facility is not available to meet the quarantining and isolation.

# GRANT INFORMATION

## MINIMUM REQUIREMENTS

Projects must be within the TriCounty or Southeast Utah health districts. In order to be considered eligible for this grant, an organization shall:

1. Provide services within the specific health districts as listed in the Program Services section above.
2. Have a demonstrated history of providing infectious disease mitigation and detection services. Demonstrated history including but not limited to, proof of current or past service, a strategic plan including specific services, impact reports with detail which includes services provided, testimonials, or additional pertinent information.
3. Coordinate with DWS-OHS and the DHHS for the purposes of responding to cases and outbreaks of infectious diseases.
4. Provide services for infectious diseases, specifically COVID-19 detection and mitigation.
5. Provide services to at least one of the following sites: homeless service sites, encampments, or congregate living facilities.

See Attachment B - Scope of Work for detailed reporting requirements.

## OTHER INFORMATION

1. Organizations or programs that have a religious affiliation will be required to provide assurance that grant funds will not be used for religious instruction.
2. Organizations previously receiving funding from DWS must be in good standing to be considered for the Homelessness Infectious Disease Reduction Assistance.

## EXPECTED MEASUREMENTS AND OUTCOMES

1. Programs must track data to demonstrate outcomes of funded services. Programs will be required to submit a monthly report via Google forms to DWS-OHS. For reporting requirements and instructions please reference Attachment B - Scope of Work.
2. 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).
3. When applicable, programs must comply with Section 18115 of the CARES Act, for reporting to the HHS Secretary in regards to SARS-CoV-2 testing or possible COVID-19 diagnoses. Guidance on HHS Lab reporting can be found at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>
4. Outcomes proposed in the application are taken into consideration during the competitive process. Outcomes should be reasonable and achievable based on the programming and population the application proposes to serve.
5. Deliverables required are listed in Attachment B - Scope of Work.

## BUDGET

All expenditures must comply with the U.S. Department of Health and Human Service Centers for Disease Control and Prevention (CDC) directives and guidance, the American Rescue Plan Act of 2021, the Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020, the Coronavirus Aid, Relief, and Economic Security Act of 2020, the Paycheck Protection Program and Health Care Enhancement Act of 2020, the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act of 2021. Please refer to the CDC for further guidance.

1. Indirect Costs cannot exceed your Federally Approved Indirect Cost Rate or 10% if you do not have a Federally Approved Indirect Cost Rate.
  - a. If claiming a Federally Approved Indirect Cost Rate, programs must provide a copy of their Federally Approved Indirect Cost Rate agreement or a cost allocation plan.

## FUNDING

1. The grant is funded by Federal Epidemiology and Laboratory Capacity for Infection Diseases (ELC) funding through the U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC).
2. The total amount in the grant funding pool is \$74,317.00, distributed by competitive award. Funding will be divided by Health District Jurisdiction, as follows:
  - a. Southeast Utah (Carbon, Emery, Grand counties) \$35,479.00
  - b. TriCounty (Daggett, Duchesne, Uintah counties) \$38,838.00
3. Funding will be distributed on a cost reimbursement or fee-for-service basis.
  - a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
  - b. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes.
4. The amount of the grant will be awarded based on the program application, evaluation criteria, and funding availability.
5. All unused funds at the end of the grant shall forfeit.
6. Grant funds may not be used to supplant existing funds.
7. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.
8. For Allowable or unallowable costs, reference Attachment H - Allowable Costs by Project Quick Reference document.

## PERIOD OF PERFORMANCE

1. Funding for grant recipients begins **January 16, 2023**. The grant period ends **June 30, 2024**.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

## EVALUATION AND AWARD

1. Grant applications will be evaluated on a competitive basis.
2. Applicants must submit one application for each project they are requesting funds for.
3. Applicants must be available for questions and clarification during the grant review period.
4. Applicants must be available for presentations upon request.
5. Applications may score a maximum of 135 points, including any priority points. Applications scoring below 40 may not be considered.
6. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
7. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
  - a. Awards may be determined to ensure statewide services.
8. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless the applicant requests in writing that trade secrets/proprietary data be protected. This "[Claim of Business Confidentiality](#)" must accompany the grant application.
9. Organizations may be awarded partial grants, as determined by DWS.
10. Scoring preferences will be given to projects that receive support from their Local Homeless Council and show how the project meets their community needs.
11. Scoring preference will be given to projects that cover a higher percentage of their State of Utah Health District jurisdiction, as specified by the [Utah State Department of Health and Human Services](#).

Additionally, DWS-OHS will consider the following criteria when reviewing applications:

1. Project sustainability of services beyond the funding source.
2. Utilization of infectious control practices in homeless services facilities.
3. Utilization of infectious disease prevention measures in encampments.

## QUESTIONS

Questions requesting clarification or interpretation of any section of this RFGA must be submitted [HERE](#) on or before **Wednesday, December 14, 2022, 5:00 PM, MT**. All questions will be made public. All questions and responses will be posted within 24 business hours, on the [FAQ sheet](#) for all prospective applicants to view.

## ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than **December 14, 2022, 11:59 PM MT**.

## PRE-AWARD DOCUMENT REQUIREMENTS

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

1. Pre-Award Risk Assessment
2. Insurance – if not submitted with the application



# APPLICATION PROCESS

## TIMELINE

1. **November 29, 2022 10:00 AM-11:30 AM, MT:** Pre-Proposal Meeting
2. **December 6, 2022 5:00 PM MT:** Letter of Intent Deadline
3. **December 15, 2022, 11:59 PM MT:** Application Submission Deadline
4. **December 2022:** Anticipated Grant Award Date
5. **January 16, 2023:** Award Effective Date

## PRE-PROPOSAL MEETING

Webinar: **Tuesday, November 29, 2022, 10:00 AM MT**

Please click this URL to join:

<https://utah-gov.zoom.us/j/85200543344?pwd=UjVwYlQ4dk8xdmx2WkpyNm13bFdDUT09>

**Passcode: uv7yRp!G**

## LETTER OF INTENT

1. All intent letters must be submitted by **December 6, 2022, 5:00 PM MT**, or applications will not be considered for funding.
2. Letter of Intent form can be found [here](#).

## SUBMISSION REQUIREMENTS

1. Provide **one completed application per project type**. Incomplete or late applications will not be considered.
2. Organizations that combine multiple project types in a single application will not be considered.
3. Complete and submit Appendix A - Grant Application Cover Sheet (online application) and attach required forms and documents.
4. Prior to filling out the online application, complete and compile the following documents which will be attached during submission of the application.
  - a. Forms provided by DWS:
    - i. Appendix B - Grant Application Narrative
    - ii. Appendix C - Budget Narrative and Itemization
    - iii. Appendix D - FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the State)
  - b. Additional documents to be attached to the application, as applicable:
    - i. Letter of support from your Local Homeless Council (LHC)
    - ii. Certificate of Insurance meeting the requirements found in the Terms & Conditions
    - iii. Business License or Articles of Incorporation
    - iv. 501(c)(3) Letter

- v. Federally Approved Indirect Cost Rate agreement or a cost allocation plan- if applicable
5. Attachments should be labeled with the organization's name and the name of the document.
  - a. Example: XYZ Organization FFATA Certification by Subrecipients.

## ADDITIONAL INFORMATION

1. Applicants must bear the cost of preparing and submitting the application.
2. Failure to comply with any part of the RFGA will result in disqualification of the application.
3. Late applications will not be accepted.
4. Applicants that do not submit all required documentation by the due date and time will not be considered complete and will be denied.
5. Do not include additional information such as pamphlets, organizational public relations information, addenda, etc.
6. DWS may request the correction of immaterial omissions during the review period. Applicants must respond within the time period provided in the request.

## SUBMISSION CHECKLISTS

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

<b>APPLICATION CHECKLIST</b> <b>Applications Due: Thursday December 15, 2022, 11:59 PM MT</b>	
<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 – 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](mailto:stulane@utah.gov)  
 Contract Analyst: Melissa Turner, [melissaturner@utah.gov](mailto:melissaturner@utah.gov)

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:

Individual/Sole Proprietor

For-Profit Corporation

Non-Profit Organization (attach 501(c)(3) letter)

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: \_\_\_\_\_

**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: \_\_\_\_\_

## PROJECT INFORMATION

### SECTION A: PROJECT INFORMATION

**Project Type\* (please check ONLY one). You MUST submit a SEPARATE APPLICATION FOR EACH PROJECT TYPE if your project encompasses more than one project type.**

- Infectious Disease Detection (IDD)
- Infectious Disease Mitigation (IDM)
- Emergency Shelter (ES)

***\*Please see Attachment B – Scope of Work for detailed descriptions.***

### SECTION B: LOCAL HEALTH DISTRICT PROJECT IS LOCATED IN

**Local Health District\*\* (please check one):**

- Southeast Utah (Carbon, Emery, Grand counties)
- TriCounty (Daguerre, Duchesne, Uintah counties)

## ATTACHMENTS

### SECTION A: DWS FORMS TO PREPARE AND ATTACH:

\_\_\_\_\_ APPENDIX B: Grant Application Narrative

\_\_\_\_\_ APPENDIX C: Budget Narrative and Itemization Form

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

### SECTION B: ADDITIONAL DOCUMENTS TO PREPARE AND ATTACH:

\_\_\_\_\_ 1. Local Homeless Council (LHC) Letter of Support – if applicable

\_\_\_\_\_ 2. Certificate of Insurance (not required for government entities)

\_\_\_\_\_ 3. Business License or Articles of Incorporation – if applicable

\_\_\_\_\_ 4. 501(C)(3) Letter – if applicable

\_\_\_\_\_ 5. Federally Approved Indirect Cost Rate Agreement or Cost Allocation Plan – if applicable

APPENDIX B  
Department of Workforce Services  
**Homelessness Infectious Disease Reduction Assistance RFGA**  
Solicitation # 23-DWS-S023  
**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.

https://jobs.utah.gov/department/rfg/housing.html  
DRAFT FORMS FOUND HERE!

**4. PROJECT RESTRICTIONS BREAKDOWN**

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.

<https://jobs.utah.gov/department/rfg/housing.html>  
FORMS DRAFT FOUND HERE:

**5. PROJECT COORDINATION**

a.) What percent of your Local Health District (LHC) 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.

<https://jobs.utah.gov/department/rfg/housing.html>  
DRAFT  
FORMS FOUND HERE!



**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 ensure 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.

<https://jobs.utah.gov/department/rfg/housing.html>  
FORMS DRAFT  
FORMS FOUND HERE:

**7. HMIS INFORMATION**

a.) **Applications for ES funding only:** Does your agency have experience collecting and entering data into UHMIS? 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. (NOT SCORED)

**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://endatahhomelessness.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.

<https://jobs.utah.gov/department/rfg/housing.html>  
FORMS FOUND HERE!  
DRAFT

**Attachment C: IDD Project Type Budget**  
**DWS Office of Homeless Services (OHS)**  
**Grant Budget Narrative and Itemization Form**  
 January 16, 2023 - June 30, 2024

<b>Organization:</b>	
<b>HMIS Project Name(s):</b>	
<b>WebGrants Project Letter:</b>	
<b>Contract Award Amount:</b>	
<b>Project type:</b>	Infectious Disease Detection

**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.**

**Category I - Indirect Expenses:**

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

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

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Cost		\$ -
*Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.		
***Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.		

**Category II - Direct Administrative Expenses:**

If the organization DOES NOT have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II for charging Direct Administrative Expenses.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -
***Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.		
<b>Total Category I/Category II Administrative Expenses</b>		<b>\$ -</b>

Category III	Itemized Details of OHS Grant Funds Requested	Grant Funds
**Salaries		\$ -
**Fringe Benefits		\$ -
Communications		\$ -
Client Services		\$ -
**Professional Fees & Contract Services		\$ -
**Program Supplies, Space Utilities, Internet, Etc.		\$ -
Program Equipment		\$ -
**Program Transportation		\$ -
**Subawards		\$ -
<b>Total Category III Project Expenses</b>		<b>\$ -</b>

<b>Total Expenses Category I/II and Category III</b>	<b>\$ -</b>
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**Attachment C: IDM Project Type Budget  
DWS Office of Homeless Services (OHS)  
Grant Budget Narrative and Itemization Form  
January 16, 2023 - June 30, 2024**

<b>Organization:</b>	
<b>HMIS Project Name(s):</b>	
<b>WebGrants Project Letter:</b>	
<b>Contract Award Amount:</b>	
<b>Project type:</b>	Infectious Disease Mitigation

**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.**

**Category I - Indirect Expenses:**

- a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.
- b) De Minimis - If the organization **does not** have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: \*\*All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.

Category I Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -
*Can not exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses. ***Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.		

**Category II - Direct Administrative Expenses:**

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.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -
***Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.		
<b>Total Category I/Category II Administrative Expenses</b>		<b>\$ -</b>

Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries		\$ -
**Fringe Benefits		\$ -
Communications		\$ -
Client Services		\$ -
**Professional Fees & Contract Services		\$ -
**Program Supplies, Space Utilities, Internet, Etc.		\$ -
Program Equipment		\$ -
**Program Transportation		\$ -
**Subawards		\$ -
<b>Total Category III Project Expenses</b>		<b>\$ -</b>

<b>Total Expenses Category I/II and Category III</b>		<b>\$ -</b>
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Appendix C: ES Project Type Budget DWS Office of Homeless Services (OHS) Grant Budget Narrative and Itemization Form January 16, 2023 - June 30, 2024		
Organization:		
HMIS Project Name(s):		
WebGrants Project Letter:		
Contract Award Amount:		
Project type: Emergency Shelter		
<p><b>All planned expenses must be itemized, detailed and described for each line item.</b></p> <p><b>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.</b></p>		
<b>Category I - Indirect Expenses:</b>		
<p>a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (<b>NICRA</b>), the NICRA <b>must</b> 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 <b>de minimis rate</b>, Category I <b>must</b> be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: <b>**All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.</b></p>		
<b>Category I</b>	<b>Itemized Details of Grant Funds Requested</b>	<b>Grant Funds Requested</b>
<b>*Indirect Expenses</b>		\$ -
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.</i></p> <p><i>***Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.</i></p>		
<b>Category II - Direct Administrative Expenses:</b>		
<p>If the organization <b>DOES NOT</b> have a NICRA and chooses not to use the de minimis rate, the organization <b>must</b> use Category II if charging Direct Administrative Expenses.</p>		
<b>Category II</b>	<b>Itemized Details of Grant Funds Requested</b>	<b>Grant Funds Requested</b>
<b>Direct Administrative Expenses</b>		
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -
<p><i>***Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.</i></p>		
<b>Total Category I/Category II Administrative Expenses</b>		<b>\$ -</b>
<b>Category III</b>	<b>Itemized Details of OHS Grant Funds Requested</b>	<b>Grant Funds</b>
<b>**Salaries</b>		\$ -
<b>**Fringe Benefits</b>		\$ -
Communications		\$ -
Client Services		\$ -
Hotel/Motel Payments		\$ -
<b>**Professional Fees &amp; Contract Services</b>		\$ -
<b>**Program Supplies, Space Utilities, Internet, Etc.</b>		\$ -
Program Equipment		\$ -
<b>**Program Transportation</b>		\$ -
<b>**Subawards</b>		\$ -
<b>Total Category III Project Expenses</b>		<b>\$ -</b>
<b>Total Expenses Category I/II and Category III</b>		<b>\$ -</b>

<https://jobs.utah.gov/widedepartment/rf/housing.html>



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

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

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

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

- NO: Skip to Attestation below
- YES: Continue, complete Executive Compensation and Attestation below

**Executive Compensation**

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

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

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

**ATTESTATION**

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

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

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

**Equal Opportunity Employer/Program**

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

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

**1. DEFINITIONS:**

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. **"Goods and Services"** means goods including, but not limited to, any deliverables, supplies, equipment, or commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. **"GRANTEE"** means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners, as well as sub-recipients and loan recipients.
- f. **"Proposal"** means Grantee's response to DWS's Solicitation.
- g. **"Solicitation"** means the documents and process used by the State Entity to obtain Grantee's Proposal.
- h. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- i. **"Subcontractor/Subgrantee"** means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- j. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.

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

**3. CONFLICT OF INTEREST:**

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

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

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

**5. RELATED PARTIES:**

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
  - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
  - ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
  - i. Require GRANTEE to undertake competitive bidding for the goods or services,
  - ii. Require satisfactory cost justification prior to payment, or
  - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
  - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
  - ii. the name of the other related party;
  - iii. the relationship between the individuals identified in "i" and "ii" above;
  - iv. a description of the transaction in question and the dollar amount involved;
  - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
  - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
  - vii. the potential effect on this Agreement if the payment to the related party is made; and
  - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

**6. INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE'S performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, volunteers, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE'S liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.

**7. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE'S liability, such limitations of liability will not apply to this section.



8. **OWNERSHIP IN INTELLECTUAL PROPERTY:**
  - a. DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
  - b. Grantee warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. Grantee will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.
9. **STANDARD OF CARE:** Grantee and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in this Agreement.
11. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
12. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
13. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.
14. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
  - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
  - b. If GRANTEE enters into subcontracts the following provisions apply:
    - i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
    - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
15. **INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

**16. MONITORING:**

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

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

**18. AGREEMENT TERMINATION:**

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given to the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days' written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
  - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
19. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the GRANTEE, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
  20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities but not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
  21. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
  22. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
  23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
  24. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** GRANTEE agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.
  25. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
  26. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
  27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges

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

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
29. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.
30. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
  - a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
    - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
    - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
  - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
    - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.

- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
  - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
31. **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 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.
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](http://auditor.utah.gov).
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.
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. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
44. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days’ notice of reduction.
45. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS’s right to terminate this Agreement.
46. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity’s accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.
47. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**
  - a. Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
  - b. Compliance with Federal Cost Principles: For GRANTEE’S convenience, DWS provides Table 1 below, “Cost Principles,” as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, “Cost Principles,” the principles applicable to a particular GRANTEE depend upon GRANTEE’S legal status.

**Table 1: Cost Principles**

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

- 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.
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.

## **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.
- 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 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>.
- C. **PROJECT PARTICIPATION:** GRANTEE must participate in the following:
  - i) Activities aligning with and supporting the UHC Statewide Strategic Plan.

- ii) Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
- iii) 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 Housing and Urban Development (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/>.
- iv) 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 UHMIS Standard Operating Procedures. Domestic Violence Service (DVSP) GRANTEE 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/>.
- v) Annual Point-in-Time (PIT) Homeless Count.
- vi) Housing Inventory Count (HIC), as applicable.
- vii) 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.

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 grant review. A grant review may result in probation or termination of the grant.

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.

### III. Project Types

#### A. Infectious Disease Detection (IDD)

- i) Services that detect and respond to infectious disease cases and outbreaks, specifically for COVID-19, within homeless service sites, encampments, and other congregate settings. Services related to screening, diagnostic testing of COVID-19 and other infectious diseases, and contact tracing.

## **B. Infectious Disease Mitigation (IDM)**

- i) Services that help to reduce the risk of infections from infectious diseases within homeless service sites, encampments, and other congregate settings. Services related to infection control practices for homeless services sites, cleaning and sanitization supplies, PPE, COVID-19 vaccinations within encampments, and other infectious disease prevention measures in encampments. IDM projects include street outreach to encampments for the purposes of infectious disease prevention measures, sanitation, and hygiene services.

## **C. Emergency Shelter (ES):**

- i) Any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless who test positive for infectious disease, and which does not require occupants to sign leases or occupancy agreements. ES project types provide services for those who have tested positive for COVID-19 and other infectious diseases to help reduce overcrowding, quarantining, and aid and decompression efforts for facilities. Hotel/motel vouchers for clients who test positive for COVID-19 or other infectious diseases may be used to accomplish this same purpose at an existing hotel/motel facility if a sufficient dedicated facility is not available to meet the quarantining and isolation.

## **IV. Outcomes/Deliverables**

Outcomes will be based on the applicant's proposal.

## **V. Reporting**

- A. Participation in statewide data collection efforts by OHS is required. If participating in ES projects, GRANTEE must provide accurate data entry into UHMIS or a comparable database of a Victim Service or Medical provider, within 5 days of client interactions, to support the System Performance Measures reflected in the application for this grant. OHS will provide report templates for any data not reported through UHMIS with sufficient notice of the information or data required.
- B. For all project types, monthly performance reports should be submitted by the 10th day of each month via Google forms. Performance data will be evaluated on the following schedule.
  - i) Due the 10th day of each month (unless the 10th is on a weekend or a holiday then it is due the Friday prior) for the 1st-30th/31st of the previous month.
- C. The following data will be reported on with the goal of meeting the FY23/FY24 Performance Expectations:
  - i) **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
- ii) **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 personal protective equipment (PPE) supplies used and distributed to prevent infectious diseases within homeless service sites and encampments
- iii) **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 a transitional housing
  9. Number of participants who exited to a 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
- D. Applications for ES project types and data entered into UHMIS and should be report-ready by the 15th day following the last day of each month. Report-ready is when data entered for that period is accurate and complete to the best of the CONTRACTEES' knowledge and ability.
- E. Any medical infectious disease lab testing completed must be reported through EpiTrax within 24 hours of test results being received. If a service provider has been contracted to provide end-to-end services such as reporting, the GRANTEE must ensure those results are being reported on a monthly basis.

VI. **Budget**

A. Invoicing for Reimbursement:

- i) Adhere to the approved budget set forth in Attachment C – Budget.
- ii) Claims for reimbursement of expenditures will be submitted online at least quarterly through WebGrants 3. The URL for WebGrants 3 is: <http://webgrants.utah.gov>
- iii) Claims must be submitted on a cost reimbursement basis with attached supporting documentation.
- iv) Changes to the budget must be approved by DWS-OHS prior to the expenditure date, unless authorized by OHS.

VII. **Funding Source(s)**

A. All items contained within this agreement must comply with the requirements of the funding source listed in the agreement, which includes:

- i) 45 CFR 75
- ii) Other state funding sources as allocated through legislative initiatives or special Federal allocation to DWS-OHS

Attachment C  
**HIDRAF TriCounty Southeast RFGA  
 Evaluation Score Sheet  
 Solicitation**

<b>2 PROJECT FINANCIAL INFORMATION</b>		<b>Section Total:</b>	<b>10</b>
<b>2.a Total cost of the project. 10</b>			
<p style="text-align: center;"><b>1-3</b></p> <p>The budget lacks details, is considered unreasonable, and does not meet any of the requirements of the funding.</p>	<p style="text-align: center;"><b>4-6</b></p> <p>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.</p>	<p style="text-align: center;"><b>7-10</b></p> <p>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.</p>	
<b>3 PROJECT DESCRIPTION</b>		<b>Section Total:</b>	<b>25</b>
<b>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. 15</b>			
<p style="text-align: center;"><b>1-5</b></p> <p>The summary was not clear, did not outline the key services of the project, and does not meet the goal of the funding.</p>	<p style="text-align: center;"><b>6-10</b></p> <p>The summary provides some details on the project but does not specify key areas like services, implementation, or timeline.</p>	<p style="text-align: center;"><b>11-15</b></p> <p>The summary clearly details what the project is, what the funding will be used for, and how the project will be implemented.</p>	
<b>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). 10</b>			
<p style="text-align: center;"><b>1-3</b></p> <p>The project outcomes lack clarity, are not SMART goals, and/or do not provide a clear description.</p>	<p style="text-align: center;"><b>4-6</b></p> <p>The project outcomes provide some description but miss key elements of SMART goals or lack some key details.</p>	<p style="text-align: center;"><b>7-10</b></p> <p>The description for project outcomes are SMART, detailed, and concise.</p>	
<b>4 PROJECT RESTRICTIONS</b>		<b>Section Total:</b>	<b>10</b>
<p><b>Homeless service sites</b> 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.</p> <p><b>Encampment</b> 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.</p> <p><b>Congregate Living</b> includes community based residential facilities that house people with disabilities or other needs.</p>			
<b>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. 10</b>			
<p style="text-align: center;"><b>1-3</b></p> <p>The agency does not provide any explanation if, or if they will not, be providing services in one of the facilities listed above.</p>	<p style="text-align: center;"><b>4-6</b></p> <p>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.</p>	<p style="text-align: center;"><b>7-10</b></p> <p>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.</p>	
<b>5 PROJECT COORDINATION</b>		<b>Section Total:</b>	<b>35</b>
<b>5.a What percent of your local health district will your project or your services cover? (Please see: <a href="https://ibis.health.utah.gov/ibisph-view/about/LocalHealth.html">https://ibis.health.utah.gov/ibisph-view/about/LocalHealth.html</a>) 15</b>			
<p style="text-align: center;"><b>1-4</b></p> <p>The project will cover less than 50% of the health district.</p>	<p style="text-align: center;"><b>5-10</b></p> <p>The project will cover between 50%-79% of the health district.</p>	<p style="text-align: center;"><b>11-15</b></p> <p>The project will cover between 80%-100% of the health district.</p>	
<b>5.b Please describe how your project will be coordinating with existing and new resources with your Local Health District. 10</b>			
<p style="text-align: center;"><b>1-3</b></p> <p>The agency does not have ties to the local district or has informal procedures and does not specify how the project will improve coordination.</p>	<p style="text-align: center;"><b>4-6</b></p> <p>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.</p>	<p style="text-align: center;"><b>7-10</b></p> <p>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.</p>	
<b>5.d Please describe how your project will be coordinating with existing and new resources with other Homeless Service Agencies. 5</b>			
<p style="text-align: center;"><b>1-2</b></p> <p>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.</p>	<p style="text-align: center;"><b>3</b></p> <p>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.</p>	<p style="text-align: center;"><b>4-5</b></p> <p>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.</p>	
<b>5.e Please describe how your project will identify local medical professionals to respond to emergency needs. 5</b>			
<p style="text-align: center;"><b>1-2</b></p> <p>The agency does not have ties to other resources or has informal procedures and does not specify how the project will improve coordination.</p>	<p style="text-align: center;"><b>3</b></p> <p>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.</p>	<p style="text-align: center;"><b>4-5</b></p> <p>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.</p>	

6		INFECTIOUS DISEASE RELATED INFORMATION		Section Total:	30
6.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.				10
	1-3	4-6	7-10		
	The agency has not had any experience and/or does not have a clear and concise plan on how to implement their program, how to ensure success, or any safeguards for implementation.	The agency provided some detail of past programs or researched program designs but did not clearly show how they will measure and ensure successful implementation.	The agency either clearly described in detail past programs or provided clear research and evidence of the efficiency of the program designs. Details would include researched evidence or statistics of success, proof of project design utilizes best practices, or provides clear measures of success.		
6.b	Does your agency have experience in reporting and or collecting data regarding infectious diseases, including COVID-19? If so, please describe your our agency's policy, procedures or services. If not, please describe how your agency will ensure successful implementation.				5
	1-2	3	4-5		
	The agency does not specify their experience or how they will clearly implement sufficient data gathering and reporting efforts.	The agency provides some clarification if they have reported on COVID-19 or other infectious disease or how they plan to track and report data, but they do not specify specific steps on how to ensure quality data reporting.	The agency has clearly explained in detail past programs or provided clear research on how to collect data and report on COVID-19. May reference to state systems like EpiTrax. Specifies good data gathering practices such as clear data gathering instruments, data privacy agreements, trained staff on data, etc.		
6.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.				10
	1-3	4-6	7-10		
	The agency does not provide a description outlining how services will be maintained.	The agency provides some descriptions on how services will be maintained but the description lacks detail, proof, or reasonable actions.	The agency provided a clear description of how services will be maintained to respond to future infectious diseases.		
6.e	Please describe in what ways would this project be considered innovative in regards to infectious disease detection and mitigation in homeless service sites?				5
	1-2	3	4-5		
	The agency does not give a clear and concise reason how the project is innovative.	The project provides some reasons but lacks clear details or evidence.	The project provides clear and concise evidence on how their project is innovative and provides sound logic on how it could be considered innovative.		
8		LOCAL HOMELESS COUNCIL		Section Total:	25
8.a	Does your agency regularly attend your local homeless council (LHC) meetings? Please describe your agency's relationship with your LHC.				15
	1-4	5-9	10-15		
	The agency does not attend LHC meetings and does not have a relationship with the LHC.	The agency attends LHC meetings but attends irregularly or has only recently started to attend meetings. The description of the agency's relationship with the LHC is unclear or lacks details.	The agency has a strong relationship with their LHC. The agency provided a clear and concise description of their relationship with the LHC.		
8.c	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.				10
	1-3	4-6	7-10		
	No letter of support is attached and does not provide a clear explanation why, or the explanation why lacks detail and is not concise.	Letter is attached but is not a favorable letter, or the explanation from the agency why they do not have a letter is clear, concise and reasonable.	The LHC letter of support is attached, is in favor of the agency, and is clear, concise and reasonable.		
<b>Total Points allowed</b>					<b>135</b>



# ATTACHMENT D

## NON-DISCLOSURE AGREEMENT

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

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

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

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Signature

Date

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Print Name

## ATTACHMENT E CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

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Employee/Volunteer Signature

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Date

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Print Employee/Volunteer Name

[Rev.01/15]

## ATTACHMENT F

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

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

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

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

# ATTACHMENT G

## BUDGET INSTRUCTIONS

### Category I: INDIRECT EXPENSES

This category is used if the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or chooses a de minimis rate.

- a. NIRCA – If the organization has a federally approved rate, it must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. A NIRCA is established on a cost base(s).
  - In the detailed information, list the organization's NIRCA and cost base(s).
  - To determine the amount, multiply the NIRCA against the established cost base(s) amount listed in Category III.

If an organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate, please note this in the detailed information area. Waving indirect costs or charging less will not influence awarding decisions.

- b. De minimis Rate - If the organization does not have a NICRA and would like to choose a de minimis rate, the organization must certify that they are making this choice. Once an organization chooses a de minimis rate, they **MUST** use this across all grants. The only way for an organization to stop using a de minimis rate once certified is to receive a NICRA. Please use caution when making this choice. 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.
  - In the detailed information, indicate that de minimis has been chosen.
  - To determine the amount, determine the MTDC in Category III (see the budget narrative for the eligible Category III expenses).
  - Take the MTDC and times by 10%. Enter this amount in Category I.

### Category II: DIRECT ADMINISTRATIVE EXPENSES

This category is used if the organization does not have NIRCA, does not choose a de minimis rate, or has administrative expenses that are not part of their NIRCA established cost base(s). If the organization allocates administrative expenses with a cost allocation plan or another basis, the direct costs from those allocations go here. Any other direct administrative expenses should be listed as well.

- In the detailed information, indicate how the cost was arrived at and detail items that make up the costs.

### Category III: DIRECT PROGRAM EXPENSES

This category is used for direct program expenses. Costs should be reasonable, necessary, and allowable under the grant proposal and federal regulations.

- In the detailed information, indicate how the cost was arrived at and detail items that make up the costs.





# Homelessness Infectious Disease Reduction Assistance Fund

## Allowable Costs by Project Quick Reference

The Homeless 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).

**Specific Activities are only allowed under specific project types. Please refer to the specific project types to confirm if the activity is allowable under the project type. 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>

## **Project Types:**

### **Infectious Disease Detection (IDD)**

Description: Services that detect and respond to infectious disease cases and outbreaks, specifically for COVID-19, within homeless service sites, encampments, and other congregate settings. Services related to screening, diagnostic testing of COVID-19 and other infectious diseases, and contact tracing.

#### **Category II - Direct Administrative Expenses**

If the organization does not have a NICRA and chooses not to use the de minimis rate, they must use Category II if charging direct administrative expenses. Category II cannot be claimed if Category I is also being claimed.

\*Staff AND activities are only allowed in this category if they do not provide services directly to a

client or to a staff member providing direct service. This includes admin staff that provide accounting services for a specific project or high-level leadership staff.

### Salaries

Amounts paid to administrative personnel (term, temporary, students, overtime, contract staff, etc.), specifically designated staff to manage COVID-19 testing and mitigation programs specific to people experiencing homelessness.

- Wages
- Vacation PTO
- Sick PTO
- Overtime

### Fringe Benefits

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

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

### Communications

Communication expenses that are connected to administrative activities.

- Phone
- Internet
- Expenses associated with outreach

### Equipment

Tangible, non-expendable, personal property for administrative staff, having a useful life of more than one year, over \$5,000 (per individual item) must be reviewed by OHS staff and must include a detailed business case.

- Technology-related equipment: servers, monitors, computers, tablets, etc.
- Laboratory equipment
- Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19 that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).

### Professional Fees & Contract Services

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

- Courier service contracts
- Service contracts for the provision of end-to-end services such as tests, collection, and reporting.

### Travel & Transportation

Travel expenses to accomplish primary activities, outreach, or communication with homeless service sites, encampments, or other congregate living facilities

### Sub-awards

Amounts paid for services rendered by organizations or personnel, not on the payroll other than Professional and Technical Services or Professional Fees & Contract Services. Includes outsourced case management or data entry services.

## **Category III- Project Expenses**

### Salaries

Amounts paid to administrative personnel (term, temporary, students, overtime, contract staff, etc.), specifically designated staff to manage COVID-19 testing and mitigation programs specific to people experiencing homelessness.

- Wages
- Vacation PTO
- Sick PTO
- Overtime

### Fringe Benefits

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

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

### Communications

Communication expenses that are connected to administrative activities.

- Phone
- Internet
- Expenses associated with outreach

### Client Services

Includes any cost paid directly on behalf of the client.

- Wrap-around services for those who test positive
- CLIA waivers
- **DOES NOT** cover client general health screening and clinical care.

### Equipment

Tangible, non-expendable, personal property for administrative staff, having a useful life of more than one year, over \$5,000 (per individual item) must be reviewed by OHS staff and must include a detailed business case.

- Technology-related equipment: servers, monitors, computers, tablets, etc.
- Laboratory equipment
- Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19 that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).

### Professional Fees & Contract Services

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

- Courier service contracts
- Service contracts for the provision of end-to-end services such as tests, collection, and reporting.

### Program Supplies

Items used for administrative activities that are normally consumed within one year and do not retain their original shape and appearance. Supplies must be connected to the detection, mitigation, or prevention of infectious diseases.

- Collection supplies
- Infectious Disease test kits
- Infectious Disease Reagents
- Other necessary supplies for existing or new screening testing or onboarding new platforms to support testing
- IT hardware and software for public health reporting and laboratory resource management
- Personal protective equipment
- Cleaning supplies

### Program Transportation

Transportation provided by the agency that is directly tied to client services.

- Vehicle Leasing
- Administration mileage to primary activities, outreach, or communication with homeless service sites, encampments, or other congregate living facilities
- DOES NOT include costs for client cab vouchers, bus vouchers, etc.

### Sub-awards

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

## **Infectious Disease Mitigation (IDM)**

Description: Services that help to reduce the risk of infections from infectious diseases within homeless service sites, encampments, and other congregate settings. 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.

### **Category II - Direct Administrative Expenses**

If the organization does not have a NICRA and chooses not to use the de minimis rate they must use Category II if charging direct administrative expenses. Category II cannot be claimed if Category I is also being claimed.

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

### Salaries

Amounts paid to administrative personnel (term, temporary, students, overtime, contract staff, etc.), specifically designated staff to manage COVID-19 testing and mitigation programs specific to people experiencing homelessness.

- Wages
- Vacation PTO
- Sick PTO
- Overtime

### Fringe Benefits

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

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

### Communications

Communication expenses that are connected to administrative activities.

- Phone
- Internet
- Expenses associated with outreach

### Equipment

Tangible, non-expendable, personal property for administrative staff, having a useful life of more than one year, over \$5,000 (per individual item) must be reviewed by OHS staff and must include a detailed business case.

- Technology-related equipment: servers, monitors, computers, tablets, etc.
- Laboratory Equipment
- Hand washing station for encampments only

### Professional Fees & Contract Services

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

- Courier service contracts

### Travel & Transportation

Travel expenses to accomplish primary activities, outreach, or communication with homeless service sites, encampments, or other congregate living facilities

### Sub-awards

Amounts paid for services rendered by organizations or personnel not on the payroll other than Professional and Technical Services or Professional Fees & Contract Services. Includes outsourced case management or data entry services.

## **Category III- Project Expenses**

### Salaries

Amounts paid to administrative personnel (term, temporary, students, overtime, contract staff, etc.), specifically designated staff to manage COVID-19 testing and mitigation programs specific to people experiencing homelessness.

- Wages
- Vacation PTO
- Sick PTO
- Overtime

### Fringe Benefits

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

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

### Communications

Communication expenses that are connected to administrative activities.

- Phone
- Internet
- Expenses associated with outreach

### Client Services

Includes any cost paid directly on behalf of the client.

- Wrap-around services for those who test positive
- DOES NOT cover client general health screening and clinical care.

### Equipment

Tangible, non-expendable, personal property for administrative staff, having a useful life of more than one year, over \$5,000 (per individual item) must be reviewed by OHS staff and must include a detailed business case.

- Technology-related equipment: servers, monitors, computers, tablets, etc.
- Laboratory equipment
- Hand washing station for encampments only

### Professional Fees & Contract Services

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

- Courier service contracts

- Service contracts for the provision of end-to-end services such as tests, collection, and reporting.

#### Program Supplies

Items used for administrative activities that are normally consumed within one year and do not retain their original shape and appearance. Supplies must be connected to the detection, mitigation, or prevention of infectious diseases.

- IT hardware and software for public health reporting and laboratory resource management
- Personal protective equipment
- Supplies needed for prevention strategies
- Sanitation and disinfectant supplies
- Cleaning supplies
- Hand-washing supplies for encampments only
- Vaccine supplies
- Vaccine storage
- Vaccine disposal

#### Program Transportation

Transportation provided by the agency that is directly tied to client services.

- Vehicle Leasing
- Administration mileage to primary activities, outreach, or communication with homeless service sites, encampments, or other congregate living facilities
- DOES NOT include costs for client cab vouchers, bus vouchers, etc.

#### Sub-awards

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

## **Emergency Shelter (ES)**

Description: Any facility, in which the primary purpose is to provide a temporary shelter for the homeless in general or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. Hotel/motel vouchers for patients who test positive for COVID-19 or other infectious diseases may be used to accomplish this same purpose at an existing hotel/motel facility if a sufficient dedicated facility is not available to meet the quarantining and isolation needs of those experiencing homelessness who test positive for COVID-19 and other infectious diseases in the community.

### **Category II - Direct Administrative Expenses**

If the organization does not have a NICRA and chooses not to use the de minimis rate they must use Category II if charging direct administrative expenses. Category II cannot be claimed if Category I is also being claimed.

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

#### Salaries

Amounts paid to administrative personnel (term, temporary, students, overtime, contract staff, etc.), specifically designated staff to manage COVID-19 testing and mitigation programs specific to people experiencing homelessness.

- Wages
- Vacation PTO
- Sick PTO
- Overtime

#### Fringe Benefits

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

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

#### Communications

Communication expenses that are connected to administrative activities.

- Phone
- Internet

#### Professional Fees & Contract Services

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

- Service contracts for the provision of end-to-end services



### Travel & Transportation

Travel expenses to accomplish primary activities, outreach, or communication with homeless service sites, encampments, or other congregate living facilities

### Sub-awards

Amounts paid for services rendered by organizations or personnel, not on the payroll other than Professional and Technical Services or Professional Fees & Contract Services. Includes outsourced case management or data entry services.

## **Category III- Project Expenses**

### Salaries

Amounts paid to administrative personnel (term, temporary, students, overtime, contract staff, etc.), specifically designated staff to manage COVID-19 testing and mitigation programs specific to people experiencing homelessness.

- Wages
- Vacation PTO
- Sick PTO
- Overtime

### Fringe Benefits

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

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

### Client Services

Includes any cost paid directly on behalf of the client.

- Wrap-around services for those who test positive
- **DOES NOT** cover client general health screening and clinical care.
- Gas Gift Cards

### Hotel/Motel payments

Hotel/motel payments used to reduce overcrowding at the facility as a method of quarantine and isolation for clients who test positive for an infectious disease.

### Professional Fees & Contract Services

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

- Service contracts for the provision of end-to-end services

### Program Supplies

Items used for administrative activities that are normally consumed within one year and do not retain their original shape and appearance. Supplies must be connected to the detection, mitigation, or prevention of infectious diseases.

- Infectious Disease test kits
- Personal protective equipment
- Sanitation and disinfectant supplies
- Cleaning supplies

### Program Transportation

Transportation provided by the agency that is directly tied to client services.

- Vehicle Leasing
- Administration mileage to primary activities, outreach, or communication with homeless service sites, encampments, or other congregate living facilities
- DOES NOT include costs for client cab vouchers, bus vouchers, etc.

### Sub-awards

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