

State of Utah

Department of Workforce Services

Request for Grant Applications (RFGA)

Rural TANF Family Housing Program

DWS is requesting grant applications from organizations to assist TANF eligible families in short-term crises to obtain stable housing. Assistance is focused on housing stabilization leading to employment and economic stability. This grant opportunity is limited to Morgan, Juab, Millard, Piute, Sanpete, Sevier and Wayne counties.

Solicitation # 23-DWS-S011

Pre-Proposal Meeting: Wednesday, June 1st, 2022, 3 - 4:00pm (MT)

Letter of Intent Due (REQUIRED): Monday, June 6th, 2022, no later than 5:00 pm (MT)

APPLICATION DUE: Friday, June 10th, 2022, no later than 5:00pm (MT)

Electronic Application Submission. No paper copies will be accepted.

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



Rural TANF Family Housing Program

Department of Workforce Services – Workforce Development Division

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RURAL TANF FAMILY HOUSING PROGRAM

Background and purpose

The Department of Workforce Services (DWS) utilizes funds from Temporary Assistance for Needy Families (TANF) Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies to lift families out of poverty. A key area to assist families out of poverty is through helping families maintain housing and avoid or reduce the length of time in homelessness. The TANF Family Housing Program is a way to provide critical resources to families in crisis in need of housing assistance. TANF projects are required to meet one of the four TANF purposes set by Federal TANF regulations. Services provided under the TANF Family Housing Program must fall under TANF Purpose 1 and 2.

- Purpose 1:** Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
- Purpose 2:** Reduce the dependence of needy parents by promoting job preparation, work and marriage.

Grant Opportunity

DWS is requesting grant applications for organizations to provide TANF Family Housing services to assist eligible families in short-term crises. The TANF Family Housing Program helps families obtain stable housing through providing deposits, utility assistance, rental assistance, home mortgage payments, and back payments. A one-time, short-term crisis must be identified through an assessment. The grantee must assist the customer in creating a plan to overcome the housing crisis and remain housed after assistance ends. DWS requires all TANF Family Housing Program recipients to work with a DWS TANF Family Housing Employment Counselor to obtain and maintain employment.

Application Requirements

1. Organizations must have the ability to determine TANF Family Housing Program eligibility.
 - a. Grantees must serve TANF eligible families and determine eligibility as outlined in the TANF eligibility verification process found on the DWS Contractor website: <https://jobs.utah.gov/services/tevs/tanfcontract.html>
 *Accommodations for this requirement may be considered for Domestic Violence Shelters
 - b. Organizations may add additional eligibility requirements limited to attendance of financial literacy classes and good tenant workshops.
2. Organizations must coordinate with the Department of Workforce Services to provide services according to the [TANF Family Housing Employment Pathway](#).

Who May Apply

1. Applicants must provide services in Morgan, Juab, Millard, Piute, Sanpete, Sevier or Wayne counties.
2. The following are encouraged to apply: local governments, public or private not-for-profit organizations, faith-based organizations, state offices and agencies, units of local governments and Indian Tribal governments that offer housing services.
 - a. Programs that have a religious affiliation will be required to provide assurances that grant funds will not be used for religious instruction.
3. Collaboration between multiple agencies/organizations is encouraged; however, a lead agency must be identified.

Funding

1. Funding amount is open based on programming needs and budget justification
2. Grants will be awarded based on demonstrated need and quality of the proposed program
3. Grant funds may not be used to supplant existing funds
4. DWS reserves the right to partially fund a grant application
5. Funding will be distributed on a reimbursement basis
 - a. Invoices for reimbursement requests should be submitted monthly and no more than quarterly
6. Organizations previously receiving funding from DWS must be in good standing to be considered eligible for this TANF Housing Grant
7. A pre-award risk assessment must be completed prior to contract execution
8. Total indirect expenses and direct administrative expenses must not exceed 15% of the direct program total
 - a. See Attachment M- Budget Instructions for instructions in completing the Budget Narrative
9. Administration and Indirect Costs
 - a. Costs associated with determining eligibility (*Attachment I: Form 300*) are direct costs and must be included in Administrative costs
 - b. Total Indirect Costs must not exceed 15% of the program total and must be included in administrative costs
10. Funding must be used according to TANF guidelines. Attachment L: *Appropriate Uses of TANF Funds*. This attachment provides general guidance and is not all inclusive. All expenses must support the specific purpose of this grant opportunity and be approved through the grant budgeting process

Grant Period of Performance

1. Funding for grant recipients begins 07/01/2022 and ends 06/30/2025
2. DWS may elect to terminate the grant for non-compliance or funding availability

Program Services

Organizations must support families who are eligible for the TANF Family Housing Program by providing housing related assistance. Funds may not be issued directly to customers. Funds must be issued in the form of a voucher or check to a third party (i.e. landlord, utility company). Funding assistance cannot exceed four months. Services include:

1. **Rental deposit assistance**
2. **Short-term rental assistance:** including fees
3. **Utility assistance:** utility setup, deposits and emergency payments required to avoid shut off
4. **Housing application fees**
5. **Back Payments:** including fees
6. **Case Management:** includes housing location assistance, completion of housing applications and other related documents including lease agreements, working with potential and current landlords, payments, goal setting, employment support and providing referrals to community resources

Geographic Coverage

Applicants are encouraged to cover as many geographic jurisdictions as appropriate to support Morgan, Juab, Millard, Piute, Sanpete, Sevier and Wayne counties.

Outcomes and Measures

Grantees will provide homeless prevention services tailored to meet these outcomes. Outcomes and measures will be evaluated based on data captured in UHMIS and the reporting process outlined in the grant specific Scope of Work.

1. Families spend less time in homelessness
2. Families will exit the program to permanent housing (permanent housing may include private, unsubsidized housing, subsidized housing, permanent supportive housing, or housing shared with friends or family in a sustainable living situation) or remain housed as a result of the program
3. Families do not return to homelessness within a year
4. Families are employed or have ongoing financial resources to meet housing needs at time of exit

Programs must provide quarterly progress reports detailing DWS grant outcome requirements. All % outcomes will be calculated using the reported numerator and denominator.

The grantee will be provided quarterly and annual report templates to collect outcome data including, but not limited to:

1. Total number of families served
2. Total number of families served that were homeless at the time of entry into the program (needing permanent housing)
3. Total number of families served that received homeless prevention services (eviction prevention)
4. Total number of days from entrance into the program and exit to permanent housing
5. **% of families** that exit the program into permanent housing
6. **% of families** that remain housed
7. **% of families** that experience an episode of homelessness within 12 months of exiting services
8. **% of families** who are employed at time of exit
9. **% of families** receiving unearned income at the time of exit
10. Grantees will be expected to post all open jobs with DWS and ensure all unemployed participants are registered and trained on jobs.utah.gov
11. **Other outcomes** as negotiated as part of the application process

****Provider will recommend benchmarks for all *bold and italicized* items in the application process. When reporting negotiated outcomes, grantees will be required to provide the numerator and the denominator for each % outcome.**

Evaluation and Award

1. Grant applications will be evaluated on a competitive basis using the identified criteria and measurements listed in Attachment O - RFGA Evaluation Score sheet.
2. Applicants must be available for questions or clarification during the grant review period.
3. At the discretion of DWS, applicants may be requested to provide additional information or clarification. DWS may request the correction of immaterial omissions during the review period. Applicants must respond within the time period provided by DWS.
4. Applicants must be available for presentations upon request. Late proposals will not be considered.
5. Applications have a maximum score of 100. Those scoring below 60 points may not be considered.
6. DWS reserves the right to reject any and all applications or withdraw notice of the intended Contract Award 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.

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 applicant requests in writing that trade secrets/proprietary data be protected. A *Claim of Business Confidentiality* must accompany the grant application. This form can be found at <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>.

Post Award Document Requirements

1. The following documents may be required after notification of the intent to award is received and prior to the execution of the agreement.
 - a. Insurance Certificate
 - b. DWS Subrecipient Pre-Award Risk Assessment form

Questions

Questions requesting clarification or interpretation of any section of this RFGA should be submitted on or before Thursday, June 2nd, 2022, using this [Google Form](#). Please check the questions and answers page prior to submitting questions. Written responses will be posted regularly on the grants [Q & A page](#), but not later than Friday, June 3rd, 2022, at <https://jobs.utah.gov/department/rfg/tanf.html>.

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 Friday, June 3rd, 2022.

APPLICATION PROCESS

Timeline

Item	Due Date
Pre-Proposal Bidders Meetings (optional)	Wednesday, June 1st, 2022 from 3:00 – 4:00 PM (MT) This will be held via google meeting.
Letter of Intent	No later than 5:00 p.m. (MT) on Monday, June 6th, 2022
Webform Application Submission Deadline	No later than 5:00 PM (MT) on Friday, June 10th, 2022 ** Application is submitted by Adobe Webform; no <i>paper copies</i> will be accepted.
Anticipated Intent to Award	Late June, 2022
Award Effective Date	07/01/2022

SUBMISSION INSTRUCTIONS:

1. Submit the TANF Family Housing Multi-Year Grant Webform Application by Friday, June 10th, 2022, no later than 5:00 p.m. (MT).
2. By submitting an application to this RFGA, the applicant acknowledges and agrees that the requirements and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed within the Q&A period. The applicant further acknowledges that it has read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.
3. Applicant must bear the cost of preparing and submitting proposal.
4. Application forms must be completed in the fillable PDF forms and Excel documents provided.
 - a. Forms can be found at <https://jobs.utah.gov/department/rfg/tanf.html>
 - b. All required documents must be attached to the Application Webform prior to submission
5. Faxed or scanned proposals will not be accepted.
6. Do not include additional information not specified in the RFGA such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring.
7. Failure to comply with any part of the RFGA may result in disqualification of the application.

PRE-PROPOSAL MEETING

Attendance at the Pre-Proposal Meeting is not a requirement for applying for the TANF Family Housing Program, but is an opportunity to review the RFGA and ask questions. Many applicants find it helpful in preparing the grant application. This meeting will be held, virtually, with the link below. Questions asked at the pre-proposal meetings, with the answers, will be posted online at <https://jobs.utah.gov/department/rfg/tanf.html>.

Online

Please have a copy of the RFGA to reference

Rural TANF Family Housing Pre-Bidders Meeting

Wednesday, June 1 · 3:00 – 4:00pm

Google Meet joining info

Video call link: <https://meet.google.com/tgy-igqq-noz>

Or dial: (US) +1 314-666-2764 PIN: 996 972 207#

More phone numbers: <https://tel.meet/tgy-igqq-noz?pin=5629312782506>

Note: Participants are encouraged to log in early to ensure they are able to resolve any technical issues that would prevent them from participating.

SUBMISSION CHECKLIST

Pre-Application Checklist

<input type="checkbox"/>	Pre-proposal Bidders Meeting(optional): Wednesday, June 1st, 2022 from 3 – 4:00pm
<input type="checkbox"/>	Letter of Intent: Due Monday, June 6th, 2022 no later than 5:00 pm (MT) - Electronic submission using the following Google Form link: Letter of Intent

1. Application forms are available at: <https://jobs.utah.gov/departments/rfg/tanf.html>.
 - a. Submit the TANF Family Housing Grant Application Webform with all required forms and documents attached by Friday, June 10th, 2022, no later than 5:00 pm.

Application Checklist

<input type="checkbox"/>	Appendix III- Grant Application Webform
<input type="checkbox"/>	Appendix II- Grant Narrative
<input type="checkbox"/>	Appendix III- Budget Narrative and Itemization Form
<input type="checkbox"/>	Process Flow chart
<input type="checkbox"/>	Organization Chart
<input type="checkbox"/>	Collaboration Letter(s)
<input type="checkbox"/>	501(c)(3) Letter – if applicable
<input type="checkbox"/>	Business License or Articles of Incorporation – if applicable
<input type="checkbox"/>	Federally Approved Indirect Cost Rate verification- if applicable
<input type="checkbox"/>	Insurance (not required for government entities)
<input type="checkbox"/>	FFATA Certification by Subrecipients (not required for state agencies and component units)

Points of contact include:

Contract Owner: Abdi Sheikh, asheikh@utah.gov, (801) 897-1879

Contract Analyst: Tyler Seegmiller, tseegmiller@utah.gov, (435) 393-5370

Appendix I
Department of Workforce Services
Rural TANF Family Housing Program
Grant Application Webform
Solicitation #23-DWS-S011

PROGRAM INFORMATION

Organization: _____

Program Name: _____

Federal Tax ID #: _____ UEI #: _____

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 (three years combined): _____

Current TANF Family Housing contractor: ☐ Yes ☐ No

Number of families the program anticipates serving per year: _____

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

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Total amount requested (total of entire grant cycle): _____

Total for year one : _____ Total for year two : _____ Total for year three : _____

By completing and submitting this application, applicant certifies that all information provided in this form is complete and accurate.

GRANT ADMINISTRATOR (if different from above)

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

FINANCIAL ADMINISTRATOR (if different from above)

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

GEOGRAPHIC LOCATION (Please check all boxes that apply for proposed program to serve)

- | | | |
|--|---|--|
| <input type="checkbox"/> Juab County | <input type="checkbox"/> Piute County | <input type="checkbox"/> Sevier County |
| <input type="checkbox"/> Morgan County | <input type="checkbox"/> Sanpete County | <input type="checkbox"/> Wayne County |

APPLICATION ATTACHMENTS

_____ **Appendix II- Rural TANF Family Housing Application Narrative**

_____ **Appendix III- Budget Narrative and Itemization Form**

_____ **Process Flow Chart (Required for Question 3)** Include all steps from referral, to assessment, to follow up case management.

_____ **Organization Chart (Optional)** - Include all staff positions and description of duties related to the Family Housing program

_____ **501(c)(3) Letter** (if applicable)

_____ **Certificate of Insurance** (Not Required for Government Entities)

_____ **Business License or Articles of Incorporation** (If applicable)

_____ **Federally Approved Indirect Cost Rate Letter** (If applicable)

_____ **FFATA Certification by Subrecipient Form** (not required for State Agencies or Component Units)

Collaboration Letter(s) - Attach letter(s) from all collaborative agency/entity(s) referenced in the proposal. The letter(s) should provide a brief description of the involvement with the services provided. The letter(s) should include specific detailed information about how the organizations will partner. These are not letter(s) of support. **Contracted fee-for-service individuals or organizations cannot be considered collaborative partners.**

_____ **Collaboration Letter 1**

_____ **Collaboration Letter 2**

Appendix II
Department of Workforce Services
Rural TANF Family Housing Program Multi-Year Grant
Application Narrative
Solicitation #23-DWS-S011

Organization Name:

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

1. PROGRAM OVERVIEW

Describe your organization's mission and the population you serve.

- a. Specifically describe the need in your geographical area.
- b. What programs and services does your organization provide overall?
- c. Describe the services you currently provide related to housing.
- c. If this is a new program, describe the services you intend to provide related to housing.

Program Overview Continued:

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg/tanf.html>

2. ASSESSMENT PROCESS

Provide a description of your assessment process including the tool(s) that you will use and what information will be gathered. How does that information assist you to ensure customers are better off after receiving your services?

- a. Describe how the program uses the VI-SPDAT and/or the SPDAT tool.
- b. How does your assessment process identify the needs of the family and how will you use the information to determine the appropriate support and resources to ensure families are better off as a result of the services provided?

Assessment Process Continued:

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg/tanf.html>

3. SERVICE DELIVERY

Describe the housing services you intend to provide specific to this grant, and how those services relate to the TANF purposes as identified.

- a. Provide any research related to your program that supports your service delivery model.
- b. List your partners and describe how you coordinate your efforts to ensure customer success.
- c. How will you ensure that the TANF Family Housing Employment Pathway is implemented into the service delivery process?
- d. Describe the Process Flow Chart you attached to the application, including all steps from referral, to assessment, to follow up case management.

4. EXPECTED OUTCOMES DURING ENTIRE GRANT PERIOD

Please define the benchmarks that your program will achieve related to the outcomes identified in the RFGA (***ALL bold and italicized items***). Include any additional outcomes that you would like DWS to consider in your application.

- a. Include in your response, your baseline, and any existing and/or historic conditions, if applicable.
- b. Provide a description of how you will meet each of those outcomes using SMART elements - Specific, Measurable, Attainable, Relevant and Trackable.
- c. Describe how you will gather data to ensure proper reporting of identified outcomes.

****Specific outcomes may be included in the final grant agreement Scope of Work.***

EXPECTED OUTCOMES DURING ENTIRE GRANT PERIOD CONTINUED:

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg/tanf.html>

5. COST INFORMATION

Justify the program's financial need and how the need aligns with Appendix IV. Budget Narrative & Itemization

- a. Provide a summary of how the funds will be utilized over the three-year period of the grant.
- b. Identify key financial staff that will be involved with the invoice preparation processes and fiscal management of the program.
- c. If you are currently receiving another TANF grant, describe how you will ensure that funding is managed separately and there is no duplication in charges across grants.

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

FILLABLE FORMS FOUND AT

SAMPLE ONLY

6. ELIGIBILITY REQUIREMENTS

Grantee must serve TANF eligible families and determine eligibility as outlined in the Scope of Work.

- a. How will you ensure that your staff are trained on the eligibility process?
- b. How will you ensure consistency in the eligibility process when you have staff turnover?
- c. Describe how you will organize and store your eligibility files and how you will maintain customer confidentiality.
- d. How will you ensure that data is entered accurately and timely into the TANF Eligibility Verification System (TEVS) and Utah Homeless Management Information System (HMIS).

7. IDENTIFIED BARRIERS TO PROPOSED SERVICES

Describe any potential barriers you might encounter while administering the grant and how you plan to mitigate them. Barriers should be related to successful completion of grant requirements and outcomes, population served, or other barriers that would prevent the applicant from achieving their proposed metrics and outcomes.

Barrier 1 :

Mitigation Plan:

Barrier 2:

Mitigation Plan:

<https://jobs.utah.gov/department/rfg/tanf.html>
FILLABLE FORMS FOUND AT
SAMPLE ONLY

Barrier 3 :

Mitigation Plan:

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg/tanf.html>

Appendix III
Department of Workforce Services
Budget Narrative and Itemization Form

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.

Organization:		
Contract Dates:		

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 base 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.
No expenses should be entered into Category II if choosing the de minimis rate.

Category I Indirect Expenses	NICRA Rate and Base(s) - OR - De Minimis	Grant Funds Requested
Indirect Costs		\$ -
Cannot exceed the entity's federally approved indirect cost rate (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III expenses as listed in the notes below.		

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.

***TANF Eligibility determination is a Direct Administrative Expenses above an entity's NICRA or De Minimis and must be charge to Category II Direct Administrative Expenses.**

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		\$ -
Equipment (e.g. computers, laptops, printers, furniture)		\$ -
Insurance		\$ -
Material and Supplies (e.g. consumable goods)		\$ -
Professional Fees & Contract Services (e.g. consultants, security)		\$ -
Space Costs (e.g. rent, lease)		\$ -
Travel & Transportation		
Development & Training (e.g. conferences, workshops)		\$ -
Utilities (consistent monthly utility charges - gas, water)		\$ -

Total Category I Indirect Expenses and Category II Direct Administrative Expenses	\$ -
--	-------------

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of total Expenses

Category III - Direct Program Expenses:		
Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		\$ -
Equipment (e.g. computers, laptops, printers, furniture)		\$ -
Insurance		\$ -
Material and supplies (e.g. consumable goods)		\$ -
Client Services (e.g. Client Assistance such as rental assistance)		\$ -
Professional Fees & Contract Services (e.g. consultants, security)		\$ -
Space Costs (e.g. rent, lease)		\$ -
Staff Travel & Transportation		\$ -
Staff Development & Training (e.g. conferences, workshops)		\$ -
Utilities (consistent monthly utility charges - gas, water)		\$ -
Total Category III Program Expenses		\$ -
Total Category I, Category II and Category III Expenses		
		\$ -
Notes:		
Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subsidies up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.		

**Appendix III
Department of Workforce Services
Budget Detail Form**

Organization Name:				
Contract Dates:				
Category I Indirect Expenses	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Total Budget Request
Indirect Costs (NICRA/De Minimis)				\$0
Category II Direct Administrative Expenses	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Total Budget Request
Salaries				\$0
Fringe Benefits				\$0
Communications				\$0
Equipment				\$0
Insurance				\$0
Material & Supplies				\$0
Professional Fees & Contract Services				\$0
Space Costs				\$0
Travel & Transportation				\$0
Development & Training				\$0
Utilities				\$0
Total Category I Indirect Expenses and Category II Direct Administrative Expenses	\$0	\$0	\$0	\$0
<i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of Total Expenses</i>				

<https://jobs.utah.gov/departments/tanf.html>

FILLABLE SAMPLE FORMS ONLY

AT

Category III Program Expenses				
Salaries				\$0
Fringe Benefits				\$0
Communications				\$0
Equipment				\$0
Insurance				\$0
Materials & Supplies				\$0
Client Services				\$0
Professional Fees & Contract Services				\$0
Space Costs				\$0
Staff Travel & Transportation				\$0
Staff Development & Training				\$0
Utilities				\$0
Total Category II Program Expenses	\$0	\$0	\$0	\$0
Total Expenses Category I, II and III	\$0	\$0	\$0	\$0

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

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall 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.
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:**
- 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.
 - Compliance with Federal Cost Principles: For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

Table 1: Cost Principles

GRANTEE	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E

College or University	48 CFR Part 31.2
Non-Profit Organization	
For-Profit Entity	

- 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:
- The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - 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
 - 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:
- Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - Allowable under applicable cost principles.
 - Not paid by the Federal Government under another award except where authorized by Federal statute.
 - In accordance with the appropriate Federal grant being matched.
 - Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
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

TANF Family Housing Rural Program

Name of Grantee

I. Background/Purpose

- A. The Department of Workforce Services (DWS) requested grant applications to allow organizations to provide funding and support to families who are experiencing or are at-risk of experiencing homelessness in Utah. Grantees have been competitively selected.

The Department of Workforce Services (DWS) utilizes funds from Temporary Assistance for Needy Families (TANF) Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies to lift families out of poverty. A key area to assist families out of poverty is through helping families maintain housing and avoid or reduce the length of time they are homeless. The TANF Family Housing Program is a way to provide critical resources to families in crisis in need of housing assistance.

- B. TANF projects are required to meet one of the four TANF purposes set by Federal TANF regulations as set forth in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996. The TANF Family Housing program supports the following two TANF purposes:

Purpose 1: Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

Purpose 2: Reduce the dependence of needy parents by promoting job preparation, work and marriage.

TANF housing assistance provided to families shows the effectiveness of reducing homeless growth through employment and stable housing.¹ Evidence shows that services provided through this program minimize subsequent homelessness.² TANF Family Housing is one of the key solutions for homeless families to become self-sufficient and move out of homelessness to permanent housing. A study launched by HUD in 2008, found that families with school aged children, who are in stable, permanent housing have reduced obstacles for schooling compared to those with a homelessness situation that impacts their educational achievement.³

¹ Bassuk, Ellen L., and Stephanie Geller. "The role of housing and services in ending family homelessness." Housing Policy Debate 17.4 (2006): 781-806.

² Wood, D.L., Valdez, R.B., Hayashi, T., & Shen, A. (1990). Health of homeless children and housed, poor children. Pediatrics, 86, 858-866.

³ Housing and Urban Development, Office of Policy Development and Research by Abt. Associates and Vanderbilt University.
https://www.huduser.gov/portal/portal/sites/default/files/pdf/FamilyOptionsStudy_final.pdf

TANF Family Housing benefits are designed to deal with a specific crisis situation or episode of need, are not intended to meet recurrent or ongoing needs, are paid directly to a third party and are limited to no more than four months in a 12-month period.

II. Grantee Responsibilities

- A. Utilize funds to assist families in one of the following crisis situations:
 - 1. Families who are currently experiencing homelessness
 - 2. Families who are at imminent risk of homelessness (e.g. have received a three-day eviction notice)
- B. Provide financial support to eligible families by providing housing-related assistance in the form of:
 - 1. Rental deposit assistance
 - 2. Short-term rental assistance or mortgage payments, including fees
 - 3. Utility assistance: utility setup, deposits, and emergency payments to avoid shut off
 - 4. Housing application fees
 - 5. Back payments, including fees
 - 6. Case Management: Includes housing location assistance, completion of housing applications and other related documents including lease agreements, working with potential and current landlords, payments, goal setting, employment support, and providing referrals to community resources
- C. Work closely with DWS and refer all families who receive more than one month of rental assistance to meet with a TANF Employment Counselor for assistance with identifying additional needs, creating an individual service plan, providing assistance with budgeting and financial management, offering referrals to applicable community resources, and any other personalized assistance that would benefit the client.
- D. Complete a full assessment of the family situation to identify appropriate services to ensure that customers are better off as a result of what is provided.

III. Customer Eligibility Determination

- A. Grantee must serve TANF eligible families and determine eligibility as outlined in the TANF eligibility verification process found on the DWS Contractor website:

<https://jobs.utah.gov/services/tevs/tanfcontract.html>

 - 1. Complete the UHMIS Information Release Form (UHMIS Information Consent Release Form) and verify that the family has not already received four months of TANF Family Housing within the last 12 months in the Utah Homeless Management Information System (UHMIS)
 - 2. Enter customer information into the TANF Eligibility Verification System (TEVS using the Form 300) and UHMIS timely

Access the TEVS website at: <http://jobs.utah.gov/jsp/tevs> .

Access the UHMIS at: <https://www.clienttrack.net/utahhmis>

3. Follow the TANF Family Housing Employment Pathway found on the TANF contractor website: <https://jobs.utah.gov/services/tevs/familyhouse.html>.
4. Assist families in registering on jobs.utah.gov.
5. Provide quick start cards to all families and educate on services available through DWS.

IV. **Outcomes/Deliverables:**

A. Homeless Prevention Services

1. Total number of families served
2. Total number of families served that were homeless
3. Total number of families that received homeless prevention services

B. Families spend less time in homelessness

1. Total number of days from program entrance, to program exit to permanent housing
2. Homeless families will transition to permanent housing within # days of entering the program

C. Families will exit the program to permanent housing (permanent housing may include private, unsubsidized housing, subsidized housing, permanent supportive housing, or housing shared with friends or family in a sustainable living situation) or remain housed as a result of the program

1. **% of families** that exit the program to permanent housing
2. **% of families** that exit the program regardless of destination
3. **% of families** that remained housed

% outcomes will be calculated using the reported numerator and denominator

D. Families do not return to homelessness within a year

1. **% of families** that do not have another episode of homelessness within 12 months of exiting services
2. **Tracking/reporting strategy**

% outcomes will be calculated using the reported numerator and denominator

E. Families are employed and/or have ongoing financial resources to meet housing needs at time of exit

1. **% of families** who are employed at the time of exit
2. **% of families** receiving unearned income at the time of exit

% outcomes will be calculated using the reported numerator and denominator

F. Grantees will be expected to post all open jobs with DWS and ensure all unemployed participants are registered and trained on jobs.utah.gov

G. **Other outcomes** identified through the application process

Programs must provide quarterly progress reports detailing DWS grant outcome requirements. All % outcomes will be calculated using the reported numerator and the denominator.

****Provider will recommend benchmarks for all *bold and italicized* items in the application process**

V. Reporting

A. Quarterly reports will be completed using a DWS template and submitted by:

1. **Year 1:** July 1, 2022 – June 30, 2023

Quarter 1: October 31, 2022

Quarter 2: January 31, 2023

Quarter 3: April 30, 2023

Quarter 4: July 15, 2023

2. **Year 2:** July 1, 2023 – June 30, 2024

Quarter 1: October 31, 2023

Quarter 2: January 31, 2024

Quarter 3: April 30, 2024

Quarter 4: July 15, 2024

3. **Year 3:** July 1, 2024 – June 30, 2025

Quarter 1: October 31, 2024

Quarter 2: January 31, 2024

Quarter 3: April 30, 2025

Quarter 4: July 15, 2025

B. Annual Reports will be submitted by using the DWS template by July 31 at the end of each contract year, except the final year of the contract.

C. The final annual report and cumulative final report of outcomes will be provided by July 15, 2025.

VI. Monitoring

A. Monitoring may include, but is not limited to, site visits, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.

1. Monitoring will be determined based on the DWS' policy and procedure.

2. Required reports will be monitored for accuracy and timeliness.

VII. Budget

- A. Funds will be designated annually as listed on the budget detail form. Unused funds from one year to the next may be forfeited.
- B. Total indirect and direct administrative costs must not exceed 15% of the total program costs.
- C. Grantee shall submit requests for reimbursement of expenses using the DWS reimbursement-billing template no less than quarterly. The final billing must be received no later than July 15, 2025
- D. Processing times for payments are determined by accuracy of invoices and approval by the DWS Finance Division.
- E. Allowable costs for this grant are specified in Attachment M- Appropriate Uses of TANF Funds
 - 1. This attachment provides general guidance. However, all expenses must support the specific purpose of this grant opportunity and be approved through the grant budgeting process
 - 2. If there are any questions regarding allowable and unallowable costs, contractor should contact their DWS Contract Owner prior to incurring the expense to confirm an expense is allowable
- F. Budget change request process
 - 1. Budget change request will be made in writing
 - 2. Budget change requests will occur prior to the purchase and including item description, desired fiscal change and rationale for the change
 - 3. Budget changes shall not be made during the last 30 days of the contract year

VIII. Grant Orientation/Training Meeting

A mandatory grant orientation to include the Grant Terms and Conditions as well as monitoring processes will be scheduled upon grant award. Required attendees include the program administrator and other pertinent personnel.

Attachment C

System Access for E-Share and TANF Eligibility Verification System

I. Purpose

The Utah Department of Workforce Services (DWS) and the Grantee shall enter into an agreement governing query access and use of the DWS eShare system. Clients provide DWS with information to determine eligibility and for contractors to administer TANF contracted services through DWS. Grantee will access current information to determine TANF eligibility and administer additional services under TANF Purposes 1 and 2 more efficiently.

II. Information Sharing

A. DWS will provide Grantee with the following:

1. Access to use the DWS eShare system to verify current public assistance benefits that may include Financial, Food Stamps and Medical programs for the sole purpose of determining TANF eligibility. The eShare system will search the following client data element:
 - a. Benefit Issuance Screen
 - i. Benefit month
 - ii. Benefit issuance date
 - iii. Benefit amount
 - iv. Benefit status
 - b. eShare search results will be provided for the data elements listed above, based on the public assistance benefits for each client searched.
2. Grantee will be provided access to the TANF Eligibility Verification System (TEVS) to enter customer information.

III. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

- A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."
- B. Utah Administrative Code R986-100-110(4)(b), (c), (g).

- C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Grantee provisions (42 U.S.C. 1306, as amended).

IV. Disclosure and Confidentiality Requirements

- A. All Grantee users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment D-3rd Party Access Form) to gain access to the system.
- B. Grantee shall use the most recent version of the DWS 3rd Party Access Request Form when requesting access for new employees. Grantee shall contact the DWS contact listed on the Agreement to obtain the most recent version of the DWS 3rd Party Access Request Form.
- C. Grantee shall immediately notify, by email, the DWS Contract Owner and dws_data_security@utah.gov when previously authorized employees are no longer authorized access to the system.
- D. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Grantee and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Grantee's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment F-Non-Disclosure Agreement).
- E. The Grantee's employees shall only query information for individuals who are applying for or participating in Grantee's programmed services.
- F. Grantee shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed. 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.
- G. The information shall not be stored on any server accessible from the Internet or by unauthorized Grantee personnel.
- H. At the request of DWS, the Grantee shall identify all personnel, by position, authorized to request and receive information.
- I. Grantee shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both.

Section 63G-2-801(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor."

Furthermore, Subsection (2) (a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled or protected record to which he is not legally entitled, and classifies such acts as Class B misdemeanors.

- J. Any person who knowingly and willfully requests or obtains wage records under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under law to receive it

- shall be guilty of a misdemeanor and receive a fine of not more than \$5,000 under federal law (UIPL 11-89, Attachment III), or guilty of a class C misdemeanor under Utah law (Subsection 76-8-1301(4)). Any person whose information was negligently or knowingly disclosed without authorization may bring a civil action for damages or such other relief as may be appropriate against any officer or employee (UIPL 11-89, Attachment III).
- K. Grantee shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
 - L. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.
 - M. The confidentiality of social security records shall be maintained in accordance with 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
 - N. Social security records may only be re-disclosed pursuant to the provisions of 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
 - O. The penalties for unlawful access or disclosure of social security records shall be governed by the provisions of 42 U.S.C. 1306.
- V. Background Review
- Grantee shall ensure that all employees and volunteers providing services under this Agreement have completed the required background check as set forth in Attachment G-Criminal Background Check requirement.
- VI. Data Security
- A. Grantee shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Grantee shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.
 - B. Grantee shall follow the information security guidelines set forth in the latest version of NIST 800-53.
 - C. Grantee shall access the system using a two-factor authentication process by logging in with a Utah ID account with a State of Utah security token. DWS will provide security tokens to authorized users during the term of this Agreement. Grantee shall be responsible for the cost of replacing lost and damaged tokens.
 - D. Grantee shall return all security tokens to DWS upon termination of contract by either party, when contract ends, or upon DWS' request.
 - E. Grantee shall cooperate with DWS to exchange security tokens if at any time during the term of this Agreement it becomes necessary to update or change security tokens utilized to access the system.
 - F. Grantee shall control access based on need to know. Grantee shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
 - G. DWS will maintain a query log containing the user identification, the date/time of each query, and the Social Security number used in each query. The query log may be used to monitor Grantee compliance with the terms of this Agreement.
 - H. Grantee shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that

unauthorized access is avoided. Grantee shall secure information in a manner to protect confidential files.

- I. Grantee shall avoid printing or faxing any DWS confidential information unless necessary for required job duties, where no other methods exist to store or communicate the needed information. Printing or faxing may only occur at an approved third party site and may not occur in a telework or outreach environment.
- J. Screenshots, photographs or other media images/recordings of DWS confidential information is prohibited. This includes all DWS applications and any documents provided by DWS that contain confidential information.
- K. DWS and Grantee agree to train users accessing, disclosing, or receiving information under this Agreement, including contractors and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure. DWS has the right to review the Grantee's disclosure-training program and require any changes necessary to said program.
- L. DWS and Grantee system security plans must include provisions warning of the potential statutory sanctions for individuals who violate access and disclosure provisions. Procedures governing sanctions and individual corrective actions under applicable statutory authority shall be pursued and taken against individuals who violate terms of this Agreement.
- M. Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- N. Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DWS. Contractor is responsible for all notification and remedial costs and damages.
- O. Grantee shall develop a contingency plan for addressing access to any uniquely sensitive records such as public officials and celebrities.
- P. Grantee shall notify DWS of any major change in a system platform (hardware or software) procedure or policy affecting transmission or distribution so that re-review of system safeguards can be initiated.
- Q. Grantee shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Grantee. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or

within a reasonable time frame, based on professional information technology industry standards and best practices:

1. Grantee will have whole disk encryption on laptops and devices that are used to access the system.
2. Install the most recent OS service pack.
3. Install the most recent OS security updates.
4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.
6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
 - a) enterprise management tools (vs. tools for home use)
 - b) network vulnerability scanning tools
 - c) deactivation of unauthorized ports
 - d) wireless intrusion detection systems (WIDS)
 - e) disabling peer-to-peer network capability
 - f) disabling wireless peripheral access, such as Bluetooth
 - g) disable the ability to connect to public wireless networks and those not authorized by Grantee
- R. Maintain, monitor and analyze security audit logs.
- S. Maintain controlled use of administrative privileges.
- T. Continually assess vulnerability and remediate.
- U. Limit and control network ports, protocols, and services.
- V. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.

VII. Client Informed Consent

Grantee may only request/query information for individuals who are applying for or participating in the Grantee's program and who have signed a release of information (see Attachment H - Form 115C).



State of Utah
Department of Workforce Services
DWS 3RD PARTY ACCESS REQUEST FORM

Complete the User Information, sign and return to the DWS Contract Owner at:

Email of Contract Owner _____

INFORMATION ACCESS (Completed by DWS and DTS)

3rd Party Agency Contract or Agreement Number: _____

Contract Dates: Start Date: _____ End Date: _____

REQUESTED ACCESS

☐ AUDITOR ☐ AWARE ☐ CONTENT NAVIGATOR IMAGING VIEW

☐ EREP (STATE Agency Only) ☐ ESHARE Role: _____

☐ UI UNEMPLOYMENT TRANSACTIONS: ☐ WBPS ☐ WAGE ☐ CATS LABOR
☐ CATS ☐ CATS EMPLOYEE

☐ UWORKS:

Job Title: _____ Office: _____ Team: _____

Desktop User Name: _____

☐ OTHER SPECIAL ACCESS: _____

Special instructions/comments: _____

USER INFORMATION (Complete All Fields)

Agency Name: _____

Effective Dates: Start Date: _____ End Date: _____

First Name: _____ Last Name: _____

Work Phone: _____ Work Email: _____

Office Mailing Address: _____

Do you have an RSA Token? ☐ Yes ☐ No If yes, what is the number? _____

☐ New/Re-instated ☐ Delete User ☐ Access Change

STATE AGENCIES (Complete All Fields)

State EIN: _____ State Employment Logon ID: _____

Read the following Security Policy and sign the Agreement on page 2.

DWS COMPUTER SECURITY POLICY STATEMENT

Computer system resources and information of the Department of Workforce Services (DWS) are information technology assets of the State of Utah and must be protected. This includes protection from **unauthorized disclosure**, modification, or destruction, whether accidental or intentional.

Users of DWS computer systems are subject to all requirements and sanctions of Federal and State statute and administrative rules. Policies and procedures regarding proper use, ethics and conduct while accessing data must also be followed.

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 he is unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment includes, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT F

NON-DISCLOSURE AGREEMENT

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

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

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

Signature	Date
-----------	------

Print Name

ATTACHMENT G

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

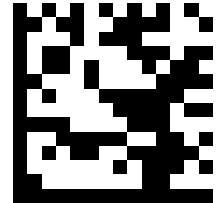
- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. 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 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.



State of Utah
Department of Workforce Services
**RELEASE/DISCLOSURE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**



D01122900660101

Name _____

PID _____

Case Number _____

I understand that my records are protected under the State and Federal regulations as well as professional codes of ethics governing confidentiality and cannot be released or disclosed without my written consent, unless otherwise provided for in the State and Federal regulations.

I authorize the release and/or disclosure of information only to the agencies listed below with the restriction that the information cannot be passed on to any other person or entity / agency. ☒ Yes ☐ No

- | | | |
|--|--|--|
| <input type="checkbox"/> Div. of Child & Family Svcs | <input type="checkbox"/> State / Local Health Dept. | <input type="checkbox"/> Local Mental Health Providers |
| <input type="checkbox"/> Job Corps | <input type="checkbox"/> Social Security Administration | <input type="checkbox"/> Any & All Employer / Worksite |
| <input type="checkbox"/> School Districts | <input type="checkbox"/> Div. of Juvenile Justice Services | <input type="checkbox"/> Juvenile Court |
| <input type="checkbox"/> Div. of Services for People with Disabilities | <input type="checkbox"/> Substance Abuse Treatment Providers | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | |

The information selected below is to be released and/or disclosed to coordinate a variety of services on my behalf. In order to provide these services, representatives of public and private agencies may be working together and may need to share information about me with one another.

I authorize the information below to be released from and/or disclosed to the agencies selected above to assist the Department of Workforce Services (DWS) in coordinating services for me. I only authorize the release and/or disclosure of the specific items checked below. I understand that this consent is effective from the date below until the final day of the month following the termination of my currently open program(s) with DWS. I understand I may revoke this consent at any time by sending written notification to my Employment Counselor.

Note: DWS does not disclose controlled documents without consent of the DWS Legal Department.

R = Release my information from a third party to DWS

D = Disclose my information from DWS to a third party

- | R | D | R | D | R | D |
|---|--------------------------|---|--------------------------|--|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Employment Information (wages, hours worked, schedule, etc.) | | Employment Plan Development/Renegotiation | | Legal Information (court documents / orders, etc.) | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Add'l Monitoring Information (WSL, CTW, job leads/contacts, etc.) | | School Information (progress, attendance, schedule, etc.) | | Treatment Information (plan, schedule, attendance, etc.) | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other _____ | | Other _____ | | Other _____ | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other _____ | | Other _____ | | Other _____ | |

Signature of Customer _____

Date _____

Signature of Parent or Guardian, if under age 18 _____

Date _____

Equal Opportunity Employer Program

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

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Attachment I

TANF Family Housing Employment Pathway

Effective: 01/01/04

Revised 03/15/2022

INTRODUCTION: Temporary Assistance for Needy Families (TANF) Family Housing (TFH) grants provide short-term housing assistance to customers meeting TANF Needy Family eligibility. This pathway represents the coordination between the Department of Workforce Services (DWS) and TANF Family Housing Grantees to assist those customers supported by this program in obtaining employment and securing affordable housing.

TANF Family Housing provides non-recurrent, short-term benefits, which are:

1. Designed to deal with a specific crisis situation or episode of need
2. Not intended to meet recurrent or ongoing needs
3. For families who are either currently homeless (rapid re-housing) *OR* who are at risk of homelessness (homeless prevention)
4. Not to extend beyond four calendar months within a 12-month period. The four months of TANF Family Housing do not need to be consecutive
5. The first month begins with the first payment (deposit, utilities, rental assistance, mortgage and back-payments, etc.)
6. Back-pay may be issued along with the first month's deposit or rent and be considered one single month of Family Housing assistance used

Grantee's Responsibility

1. Organizations may support families who are eligible for the TANF Family Housing Program by providing housing-related assistance. Funds may not be issued directly to customers. Funds must be issued in the form of a voucher or check directly to a third party (i.e., landlord, utility company). Possible services include:
 - a. Deposit Assistance
 - b. Short-term rental assistance: including fees
 - c. Utility Assistance: Includes utility setup, deposits and emergency payments to avoid shut off
 - d. Housing Application Fees: Includes fees associated with the housing application. (Does not count as part of the 4-month time limit)
 - e. Back Payment: Includes payment of fees due to landlord to prevent eviction
 - f. Case Management: Includes housing search, completion of housing applications and other related documents, working with potential and current landlords, work on lease agreements and payments
2. Prioritize TANF Family Housing services for customers based on need factors determined by a Service Prioritization Decision Assistance Tool (SPDAT) or Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment when applicable.
3. Customers are not required to meet with DWS prior to first payment.
4. The grantee must determine eligibility by:
 - a. Completing a full assessment including a SPDAT or VI-SPDAT, review of the current crisis, employment history, housing history, and financial needs for each family. The assessment will include a determination that the family circumstance is a temporary crisis (not to exceed and may be resolved in four 4 months).
 - i. Families who are in short-term crisis, must demonstrate a history of housing and employment stability.
 - b. Determining TANF Needy Family eligibility:

- i. Single or Two-Parent families with at least one (1) dependent child under the age of 18 or a woman pregnant in the 3rd trimester. 18-year-old dependents must currently be in school and expected to graduate before turning 19 years old.
 - ii. Families receiving certain public assistance benefits or families meeting 200% of Poverty Income Guidelines for household size see, Income Guidelines: <http://jobs.utah.gov/services/tevs/tanfcontract.html>
 - iii. Organization must verify eligibility by filling out Form 300: <http://jobs.utah.gov/services/tevs/tanfcontract.html>
 - iv. Organization will be responsible for entering participant information in the DWS TANF Eligibility Verification System (TEVS) within five (5) business days of eligibility determination.
 - c. Organizations may add additional eligibility requirements limited to attendance of financial literacy classes or good tenant workshops.
5. Case Files: The grantee must maintain a case file for all eligible families including the following:
- a. DWS TANF Needy Family Eligibility (Form 300) and supporting documentation
 - b. Case file narration
 - c. DWS Release of Information (Form 115)
 - d. Completed UHMIS Information Release Form (UHMIS Information Consent Release Form)
 - e. Customer's lease agreement
 - f. Customer's assessment completed by the grantee
 - g. Customer's plan for self-sufficiency
 - h. DWS employment plan
 - i. Copy of all monthly payments
6. Referral Process: When a family is determined eligible for TANF Family Housing funding the grantee must engage the customer.
- a. Identify housing services provided through the assessment process
 - i. Explore all supportive services and resources (non-DWS sources, financial assistance, unemployment benefits, and any other housing assistance) before issuing TANF Family Housing funds
 - ii. Documentation of these efforts must be present in each case file
 - b. Verify that the family has not received TANF Family Housing within the last 12 months in the Utah Homeless Management Information System (UHMIS)
 - c. If the customer has received this assistance in the past, a new emergency crisis must be documented in the case file
 - d. The organization must contact the previous TANF Family Housing issuing organization to determine if it is a new emergency crisis
 - e. Complete UHMIS Information Consent Release Form
 - f. Provide an orientation for families to inform them of participation requirements.
 - g. Refer appropriate adults to the assigned DWS Family Housing (FH) Employment Counselor within five (5) business days. Appropriate adults are defined as:
 - i. Age 18 and older unless enrolled in high school)
 - ii. Physically and mentally capable of working
 - iii. Legally able to work
 - iv. Not applying for SSI/SSDI disability income with the Social Security Administration
 - h. Inform customers that they must meet with the DWS FH Employment Counselor to discuss job search activities within 30 days of referral being sent. The customer must reapply if this condition has not been met.

- i. Inform the customer to contact the DWS family housing employment counselor immediately to schedule an appointment.
- j. To remain eligible and receive subsequent issuance(s) up to four months, TANF Family Housing customers must meet with the DWS FH Employment Counselor at least monthly and have a current signed/dated employment plan.
- k. Any adult customer not referred to the DWS FH Employment Counselor must have a narration in their file explaining why they were not referred.
- l. Customers who are already employed should still be referred to the DWS FH Employment Counselor to assist with gainful employment opportunities and resources.
- m. An email must be sent on the same day of the referral to the DWS FH Employment Counselor and include the following information:
 - i. Customer name (Last, First)
 - ii. DWS Case # *or* Date of birth
 - iii. Customer phone number
 - iv. Copy of Form 115
 - v. Agency name and contact information
 - vi. Any other helpful information regarding customer participation or issues
- n. Continue case management with the customer to follow up on job search.
- o. Coordinate and communicate with the DWS FH Employment Counselor to ensure participation in employment plan activities prior to issuing any future payments. Case notes must justify additional payments issued.
- p. When notified by DWS FH Employment Counselor that a customer is not actively participating in employment plan activities, suspend payments until the DWS FHES verifies the customer's participation.
- q. Ensure all required information is entered into the UHMIS timely.
- r. Inform the DWS FH Employment Counselor when a case closes and TANF Family Housing funds will no longer be issued for the household. Include the closure date and closure reason.

DWS Family Housing (FH) Employment Counselor Responsibilities:

1. When email referral is received and customer does not have an open case in UWORKS, the DWS Employment Counselor will:
 - a. Activate themselves as the Primary Case Manager
 - b. Send an appointment correspondence to the referred customer within 14 calendar days of the email being received
 - c. If the customer is unemployed, meet face-to-face
 - d. If the customer is employed, the meeting may take place by phone
 - e. Manually enroll the customer in "TANF Family Housing"
 - f. Create a 360 referral in UWORKS to the referring grantee
 - g. After customer attends appointment, send completed employment plan to grantee to report participation
 - h. If the customer does not meet with the DWS FH Employment Counselor within 30 calendar days of receiving the referral email, contact the grantee to report non-participation
 - i. If the customer did not meet with DWS FH Employment Counselor until the last day of 30 calendar days, send an email to the referred agency to let them know that the customer's employment plan will be developed and send it to them as soon as it is completed
2. If the customer already has an open case and a primary Employment Counselor, the FH Employment Counselor will:

- a. Activate themselves as the secondary case manager
 - b. Meet with the primary employment counselor to discuss the TANF Family Housing requirements and explain the program and participation expectations
 - c. Narrate this coordination meeting in UWORKS
 - d. Complete a UWORKS narration stating the customer is receiving assistance through the TANF Family Housing program
 - i. Ensure job search/job readiness and any other appropriate services are included on the customer's employment plan
3. During the first appointment after the organization referral, the FH Employment Counselor or primary employment counselor will:
 - a. Complete the Work Readiness Evaluation (WRE) with the customer
 - b. Review the customer's Job Seeker Registration for completion
 - c. Complete an employment plan including Job Search/Job Readiness or any other appropriate services to assist the customer with stabilizing housing and obtaining employment
 - d. Provide an overview of services offered by DWS
 - e. Use UWORKS to provide job referrals
4. Monitor each customer's Job Search/Job Readiness activities at least every other week and report participation/non-participation to the contract case manager.
5. When a customer obtains employment, enter the information on the placement screen in UWORKS.
6. Consideration of additional employment plan services should also include:
 - a. Child Care resources (examples: Employment Support Child Care, FEP Child Care, Homeless Child Care, Kids in Care Child Care or Job Search Child Care)
 - b. Financial Literacy workshops (Example: Your Money, Your Goals)
 - c. Referral to additional resources (Example: Good Tenant Workshop)
7. Explain the Job Search/Job Readiness required activities to the customer and make referrals to appropriate workshops.
8. Job Search/Job Readiness required activities may include, but are not limited to:
 - a. Active job search verified through paper or online job logs
 - b. Completing of registration with DWS
 - c. Attending ongoing appointments with the FH Employment Counselor or Primary DWS employment counselor
 - d. Attending all referred workshops
 - e. Attending the Work Success Workshop, if appropriate
9. The DWS FH Employment Counselor is required to contact the customer at least monthly to ensure the employment plan activities are appropriate and the customer is following through with Family Housing participation expectations.
10. Regularly communicate participation towards self-sufficiency and any activity discrepancies with the primary employment counselor, DWS Licensed Clinical Therapists (LCT), housing organization and customer to ensure everyone is on the same page with the customer's participation while receiving TANF Family Housing.
11. Work closely with the Primary Employment Counselor to determine whether activities need to be adjusted and narrate all actions.
12. When the customer is no longer receiving assistance through the grantee, close the "TANF Family Housing" enrollment in UWORKS.



Attachment J
State of Utah
Department of Workforce Services
TANF NEEDY FAMILY ELIGIBILITY FORM

Case/PID # if applicable) _____

Section 1: Household information. There must be a dependent child under age 18 living in the home. A Social Security number is a condition of eligibility for assistance required by section 1137 of the Social Security Act. Services will not be delayed or discontinued pending the issuance or verification of a Social Security number, if the applicant has documented application for one. Social Security numbers must be provided for all individuals included in the TANF Needy Family household size. **For more information please access the TANF contractor website at <http://jobs.utah.gov/services/tevs/tanfcontract.html>**

PLEASE USE A BLACK BALL POINT PEN TO COMPLETE FORM

Parent or relative caretaker name (first, middle initial, last) _____ Address _____ Date of birth (MM/DD/YYYY) _____	Social Security number _____ Utah resident? <input type="checkbox"/> Yes <input type="checkbox"/> No Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male Alien registration number: _____ Date of Entry: _____
Spouse or relative caretaker name (first, middle initial, last) _____ Date of Birth (MM/DD/YYYY) _____ Date of Entry _____	Social Security number _____ Utah resident? <input type="checkbox"/> Yes <input type="checkbox"/> No Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male Alien registration number: _____
Dependent Child Name (First, M.I., Last) _____ Date of birth (MM/DD/YYYY) _____	Social Security # _____ Alien Registration number: _____ Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last) _____ Date of birth (MM/DD/YYYY) _____	Social Security # _____ Alien Registration number: _____ Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last) _____ Date of birth (MM/DD/YYYY) _____	Social Security # _____ Alien Registration number: _____ Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last) _____ Date of birth (MM/DD/YYYY) _____	Social Security # _____ Alien Registration number: _____ Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male

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Section 2: Mark all services the customer is receiving. If any of these services are marked, the family may meet the income eligibility requirement. Documentation must be provided for all services marked. If no services are marked move to Section 3.

<input type="checkbox"/> CHIP (Children's Health Insurance Program) Plan A, B, or C <input type="checkbox"/> Any of the following Family Medicaid Programs: Child Medicaid, 12 Month Transitional Medicaid, Medically Needy Family, Medically Needy Child, Pregnant Woman or Medically Needy Pregnant Women <input type="checkbox"/> Food Stamps	<input type="checkbox"/> Refugee Cash Assistance <input type="checkbox"/> Family Employment Program (FEP) <input type="checkbox"/> Family Employment Program (FEP) Diversion <input type="checkbox"/> TANF (Temporary Assistance for Needy Families) Non-FEP Training <input type="checkbox"/> Women, Infant & Children (WIC) Food & Nutrition Service
---	--

Section 3: Income Guidelines. All parent or relative caretaker income is counted even if the parent or relative caretaker is not eligible to be included in the household size.

Does the family meet the income requirement of the contract or service being provided? ☐ Yes ☐ No
 (Refer to Policy, Charts and Tables, Table 13 – Income Guidelines:
http://jobs.utah.gov/infosource/EmploymentBusinessManual/Tables/Table_13_Income_Guidelines_TANF_Needy_Family.htm)

Monthly Gross Income of Parent(s) or Relative Caretaker(s) \$ _____
 (Refer to Policy at above web address, Section 720-5, Sources of Includable and Excludable Income)

**Note: Use prior one full month of gross income and provide documentation of that income in case file.*

I attest the information I have provided above is accurate.

 Applicant Signature

 Date

I attest the information provided by the customer is accurate to the best of my knowledge.

 Contractor Signature

 Date

Note: If any required information is incomplete or incorrect, the customer is not eligible for TANF Needy Family funding.

If you do not agree with the decisions made regarding your case, you may request a Fair Hearing with an impartial Hearing Officer verbally or in writing, by contacting either your contract service provider, or contacting the Department of Workforce Services at 1-877-837-3247 or
<http://jobs.utah.gov/appeals/filingpublic.html>

Contractor will enter required customer information into the TANF Eligibility Verification System (TEVS) at least weekly, using the Form 300. Access the TEVS website at: <http://jobs.utah.gov/jsp/tevs/>

☐ **Form 300 information has been entered into TEVS for all customers with Social Security numbers.**

Equal Opportunity Employer Program

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

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INSTRUCTIONS FOR FORM 300 TANF Needy Family Eligibility Form

Purpose: Form 300 is to be completed by all contractors who determine eligibility for services they provide to TANF Needy Families. Documentation substantiating eligibility must be present in the file for each family member included in the TANF Needy Family household. Attach an additional Form 300 if needed for more than four dependent children.

Preparation: Contracts must clearly state any other eligibility factors and documentation required in order for the family to receive the service.

Case/PID may not apply for families not receiving DWS services.

Section 1: Families must have at least one US citizen or eligible alien in the TANF Needy Family household to be eligible for TANF funded services. A household unit includes eligible parents or relative caretaker(s) and their eligible dependent children under the age of 18 living in the home. Documentation of citizenship or immigration status and relationship for all parents or relative caretakers and their dependent children included in the TANF Needy Family household on Form 300 must be present in the case file. Refer to Table 9 for acceptable documentation.

Only enter eligible family members' information on Form 300.

The family must declare they are or intend to be a resident of Utah.

Skip to Section 3 if customer does not currently receive any of the services listed in Section 2

Section 2: Mark services the customer is receiving. Acceptable verification includes current letters or notices showing current eligibility status. All services marked must have documentation of receiving those services included in the case file.

Section 3: Complete Section 3 if customer is not receiving any services listed in Section 2, showing the Gross Monthly Income from the previous one full month. All income is counted. Acceptable verification includes a statement from the employer, copies of check stubs, or other documentation of previous one full month's income. Refer to Table 13 for income guidelines.

The contractor will enter required TANF Needy Family information into TEVS. A DWS employee will retrieve the information from TEVS and complete the required eShare query for the household. The contractor will be notified if additional information from the customer is required or if a family member is no longer eligible for the TANF Needy Family service. Refer to procedure, TANF Needy Family - Using the TANF Eligibility Verification System (TEVS) for Contracted Service.

The contractor will mark the check box at the bottom of Form 300 when required TANF Needy Family information has been entered into TEVS.

Applicant's Signature: The customer must sign indicating the information given is correct.

Signatures: The contractor who is determining eligibility must sign and date the form.

Distribution: Original filed in the case record

Retention: Three (3) years

Attachment K

Utah Homeless Management Information System: Informed Consent Release Form**What is UHMIS?**

(Agency)_____ participates in the **Utah Homeless Management Information System (UHMIS)**, an online database that collects information about persons in Utah who are experiencing homelessness, those at risk of homelessness, and those who are formerly homeless.

What type of information is asked of me?

UHMIS asks for identifying information including, but not limited to, basic demographics (i.e., Name, Date of Birth, etc.), limited health data (i.e., disabling condition), and financial information. Each question has been carefully reviewed to ensure only the minimum required information necessary is collected.

Who is it shared with?

(Agency)_____ must collect client information in UHMIS for program participation, even if the client does not sign this form. However, information is shared with other providers only **after** the client signs this consent form to release that information (providers are listed at UtahHMIS.org/Participating-Agencies). For more information on how client information is protected and shared, please refer to the [UHMIS Privacy Posting](#) (found at all HMIS data collection points) or the [UHMIS Privacy Policy](#); both are available at UtahHMIS.org/Governance.

What happens if the client refuses to sign this form?

- Clients may refuse, and they will not be denied services unless a specific funding source for those services requires client information to be shared in UHMIS.
- Clients may refuse to share their information with only one or all other providers.
- Clients may choose not to share any specific data element even after signing this consent form.
- For (Agency)_____ to serve clients with this UHMIS participating project, client information will still be entered into UHMIS and is visible by the users who work for this agency. It will also be visible to a small group of people not employed with this agency who provide security, oversight, data analysis, and research to improve services for those served by UHMIS.

When does client consent end?

Client consent will end seven years after the signature date by default; however, clients may also change their consent to share at any time. Due to the nature of UHMIS, when client consent ends, this agency will share no new information, but this agency will not remove anything already shared within the system.

Client Rights

- Clients may request this document in a format better suited for their needs and understanding.
- Clients may request to see information for themselves and their legal dependents and to change it if incorrect.

I understand the above statements and consent to the inclusion of personally identifying information in UHMIS about me and any dependents listed below and authorize information collected to be shared with other providers. I understand that my personal identifying information will not be made public and will only be used with strict confidentiality. I also understand that I may withdraw my consent at any time by submitting a [UHMIS Informed Consent Revocation Form](#), which can be provided to me by this agency. I understand that I may obtain a copy of my signed consent form from this Agency.

Dependent children under 18 in the household, if any (please print first and last names):

Client Signature (Parent/Guardian)

Client Name (Print Clearly)

Date

Agency Staff Signature

Agency Staff Name (Print Clearly)

Date

(Agency use, as needed) ☐ The client provided verbal consent ☐ Client refused ☐ Client restricts some sharing (specify agencies on the form)

State of Utah
Department of Workforce Services**Attachment _____: 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	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(c)(2)):

- 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 M

Appropriate Uses of TANF Funds

Updated 1/28/22 - TFH

The TANF program provides funding for a wide variety of employment and training activities, supportive services, and benefits that will enable clients to get a job, keep a job, and improve their economic circumstances. As a general rule, grantees must use the available funds to assist eligible, needy families with a child and to accomplish one of the four purposes of the TANF program:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
2. Reduce the dependency of needy parents by promoting job preparation, work and marriage.
3. Prevent and reduce the incidence of out-of-wedlock pregnancies.
4. Encourage the formation and maintenance of two-parent families.

Any use of Federal TANF funds must be consistent with TANF purposes and allowable TANF rules. Any costs charged to the TANF program must be what a prudent person would consider necessary and reasonable. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR 200. The following list identifies **some** possible uses of TANF funds.

Allowed	Disallowed
Administrative Expenditures Advertising and public relations Audit costs and related services Bonding costs Communication costs (<i>i.e. telephone services, postages, electronic or computer transmittal services</i>) Compensation (<i>salaries, wages, fringe benefits, pension, retirement benefits, severance pay</i>) Eligibility determination (<i>i.e. completing forms, gathering documentation</i>) Equipment (<i>i.e. office equipment, furnishings, HVAC copiers, IT equipment and systems</i>)** Food Service costs (<i>i.e. catered meals for trainings, meetings or conferences</i>) ** Indirect Costs Insurance and indemnification Maintenance and repairs (<i>i.e. vehicles, buildings, security, janitorial, upkeep of grounds</i>) Materials and supplies Meetings and conferences Memberships (<i>i.e. business, professional organizations</i>) Professional services Publication and printing Rental costs of building and equipment Training and education for staff Transportation costs for staff Travel (<i>i.e. airfare, lodging, transportation, meals</i>)	Alcoholic Beverages Alumnae activities Bad debts (<i>i.e. contractor debts, uncollectable accounts, collection costs, legal costs</i>) Building purchases, facilities, land or real estate Capital expenditures (<i>unit cost of \$5,000 or more</i>) Construction (<i>i.e. new buildings, remodeling, renovation</i>) Cost incurred in criminal and civil proceedings Contributions or donations rendered Employee morale/team building Entertainment (<i>i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities</i>) Entertainment related food services costs (<i>i.e. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events</i>) Fines and penalties Fund raising (<i>i.e. financial campaigns, endowment drives, solicitation of gifts and bequest</i>) Goods or services for personal use Idle facilities or idle capacity (<i>i.e. unused facilities and cost associated</i>) Medical Services Prescriptions or Copays Participant gifts Mortgage payments (Grantee) Vehicle purchases Stipends and honorariums Supplanting Foreign travel Gift cards
** Must be preapproved by the TANF Administrator and require additional justification.	

The following items provided to participants require TANF eligibility determination regardless of the TANF purpose the contract is under:

Basic needs (*i.e. food, clothing, shelter*)

Subsidized wages for participants

Post-secondary, occupational, vocational or basic education training for participants

Transportation costs for participants

ATTACHMENT N: BUDGET INSTRUCTIONS

TANF Family Housing

Category I: INDIRECT EXPENSES

This category is used if the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NIRCA) 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 detail 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 detail information area. Waiving indirect costs or charging less will not influence awarding decisions.

- b. De minimis Rate - If the organization does not have a NIRCA 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 NIRCA. 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 detail 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 other basis, the direct costs from those allocations go here. Any other direct administrative expenses should be listed as well.

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

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of the total Expenses.

Category III: DIRECT PROGRAM EXPENSES

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

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

Application #: _____

Organization: _____

Evaluator #: _____

Score will be assigned as follows:

0=Failure, no response

1=Poor, inadequate, fails to meet requirement

2=Fair, only partially responsive

3=Average, meets minimum requirement

4=Above average, exceeds minimum requirement

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applicants can score up to a total of 100 points. Applications scoring below **60** may not be considered.

*Means that if the document is provided, 5 points are awarded. If the required document is not provided, 0 points are awarded.

Evaluation Criteria	Score Range (0-5)	Weight	Point (multiply Score x weight)	Total Point possible
NARRATIVE				
1. PROGRAM OVERVIEW: (10 points possible)				
Describe your organization's mission and the population you serve. a. Specifically describe the need in your geographical area. b. What programs and services does your organization provide overall? c. Describe the services you currently provide related to housing. d. If this is a new program, describe the services you intend to provide related to housing.		X2		10 points possible
2. ASSESSMENT PROCESS: (15 points possible)				
Provide a description of your assessment process including the tool(s) that you will use and what information will be gathered. How does that information assist you to ensure customers are better off after receiving your services? a. Describe how the program uses the VI-SPDAT and/or the SPDAT tool. b. How does your assessment process identify the needs of the family and how will you use the information to determine the appropriate support and resources to ensure families are better off as a result of the services provided?		X3		15 points possible
3. SERVICE DELIVERY: (15 points possible)				
Describe the housing services you intend to provide specific to this grant, and how those services relate to the TANF purposes as identified. a. Provide any research related to your program that supports your service delivery model. b. List your partners and describe how you coordinate your efforts to ensure customer success. c. How will you ensure that the TANF Family Housing Employment Pathway is implemented into the service delivery process? d. Describe the Process Flow Chart that you attached to the application, including all steps from referral, to assessment, to follow up case management.		X3		15 points possible
4. EXPECTED OUTCOMES DURING ENTIRE GRANT PERIOD: (20 points possible)				

<p>Please define the benchmarks that your program will achieve related to the outcomes identified in the RFGA (All bold and italicized items). Include any additional outcomes that you would like DWS to consider in your application.</p> <ul style="list-style-type: none"> a. Include in your response, your baseline, and any existing and/or historic conditions, if applicable. b. Provide a description of how you will meet each of those outcomes using SMART elements - Specific, Measurable, Attainable, Relevant and Trackable. c. Describe how you will gather data to ensure proper reporting of identified outcomes. <p><i>*Specific outcomes may be included in the final grant agreement Scope of Work.</i></p>		X4		20 points possible
5. COST INFORMATION : (10 points possible)				
<p>Justify the program's financial need and how the need aligns with Appendix IV. Budget Narrative & Itemization</p> <ul style="list-style-type: none"> a. Provide a summary of how the funds will be utilized over the three-year period of the grant. b. Identify key financial staff that will be involved with the invoice preparation processes and fiscal management of the program. c. If you are currently receiving another TANF grant, describe how you will ensure that funding is managed separately and there is no duplication in charges across grants. 		X2		10 points possible
6. ELIGIBILITY REQUIREMENTS: (15 points possible)				
<p>Grantees must serve TANF eligible families and determine eligibility as outlined in the Scope of Work.</p> <ul style="list-style-type: none"> a. How will you ensure that your staff are trained on the eligibility process? b. How will you ensure consistency in the eligibility process when you have staff turnover? c. Describe how you will organize and store your eligibility files and how you will maintain customer confidentiality. d. How will you ensure that data is entered accurately and timely into the TANF Eligibility Verification System (TEVS) and Utah Homeless Management Information System (UHMIS)? 		X3		15 points possible
7. IDENTIFIED BARRIERS TO PROPOSED SERVICES: (5 points possible)				
<p>Describe any potential barriers you might encounter while administering the grant and how you plan to mitigate them. Barriers should be related to successful completion of grant requirements and outcomes, population served, or other barriers that would prevent the applicant from achieving their proposed metrics and outcomes.</p>		X1		5 points possible
ATTACHMENTS				
8. COLLABORATION LETTERS				
<p>A letter must be included from all collaborative agency/entity(s) referenced in the proposal. The letter(s) should provide a brief description of the involvement with the services provided and how the organizations will partner. These are not letter(s) of support.</p>	Yes/No	N/A	N/A	N/A
9. 501 (c)(3):				
<p>If applicable (non-profit) the program has provided a 501(c)(3) letter</p>	Yes/No	N/A	N/A	N/A
10. BUSINESS LICENSE OR ARTICLES OF INCORPORATION:				
<p>If applicable, program has provided business license or articles of incorporation</p>	Yes/No	N/A	N/A	N/A
11. FEDERALLY APPROVED INDIRECT COST RATE LETTER :				
<p>If applicable, the program has provided a Negotiated Indirect Cost Rate Agreement</p>	Yes/No	N/A	N/A	N/A
BUDGET				
12. BUDGET NARRATIVE AND ITEMIZATION FORM: (10 points possible)				

a. Budget narrative includes the cost breakdown for each line item including requested administrative costs. Example: salary = (hourly rate) x (hours worked per week) x (weeks worked per year). Costs should be reasonable and customary.		X2		10 points possible
b. Includes a justification for requested amounts per line item. Examples: hourly rates for various positions or description of travel costs.				
c. Line items breakout allocation of expenses to be charged to this grant. Example: rent or space costs (% of allocation is included).				
TOTAL EVALUATION POINTS				100 points possible

Evaluator Notes and Comments: