



**WORKFORCE
SERVICES**
HOMELESS SERVICES

Request for Grant Applications

Grant Name: FY25-FY27 State Homelessness Funding Grant

Solicitation Number: 25-DWS-S001

Funding Sources:

1. [Emergency Solutions Grant](#)
2. [Homeless to Housing Reform Restricted Account](#)
3. Homeless Services Dedicated
4. [Pamela Atkinson Homeless Account](#)
5. [Temporary Assistance for Needy Families](#)

Grant Period of Performance: July 1, 2024 – June 30, 2027

Grants will be awarded for a three-year funding cycle, FY25-FY27. Grants will be reviewed and monitored for compliance. The Office of Homeless Services may elect not to continue a contract agreement based on funding availability, Grantee performance or a change in priorities of the Utah Homelessness Council. Funded project contracts shall remain in effect unless terminated sooner in accordance with terms and conditions.

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

1. Application Due Date: Wednesday, March 27th at 5:00pm MST. No late applications will be accepted.
 - a. [Link to Appendix A - Grant Application Cover Sheet and Project Information](#)
2. Questions period closes: Thursday, March 21, 2024, at 5:00pm MST.
 - a. [Link to Submit Questions](#)
 - b. [Q&A Posting](#)

Other Important Dates

1. Pre-Bidders Meeting (Required): Tuesday, March 5, 2024 – 9:30am to 11:30am.
 - a. Google Meet: Meeting ID
<https://meet.google.com/axv-eryq-mcp?authuser=0&hs=122>
Or dial: (US) +1 316-500-6809 PIN: 764 476 326#
More phone numbers:
<https://tel.meet/axv-eryqmcp?pin=8988045215076>
2. Letter of Intent (Required). Due Date: Wednesday, March 6, 5:00pm MST. No late submissions will be accepted.
 - a. [Letter of Intent](#)
3. April 2024 - Collaborative Applicant Recommendations made to the Utah Homeless Network (UHN) Steering Committee.

4. May 2024 - Utah Homelessness Council (UHC) will review UHN approved funding recommendations and vote on final awards.
Please subscribe to UHC alerts for notices related to the May meeting date and time.
Link: <https://www.utah.gov/pmn/sitemap/publicbody/7449.html>
5. Anticipated Award Date: **May 2024**

CONTACTS

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HOMELESSNESS FUNDING OVERVIEW

The Department of Workforce Services, Office of Homeless Services (DWS-OHS) is accepting grant applications for projects that serve individuals experiencing or at risk of experiencing homelessness. This Request for Grant Applications (RFGA) is for the next three-year funding cycle, FY25- FY27. Applications for 'Winter Only' projects will not be accepted for this RFGA. DWS-OHS will contract with agencies to provide the following types of projects:

1. Emergency Shelter
2. Federal Match
3. Rapid Re-Housing
4. Homeless Prevention
5. Street Outreach
6. Transitional Housing
7. Permanent Supportive Housing
8. HMIS Comparable Database
9. Other

Prior to the RFGA release, Local Homeless Councils (LHCs) determined which project types were needed in their communities. Below is the list of project types that will be accepted by each LHC, organized alphabetically. In addition, DWS-OHS has determined a state priority for Emergency Shelter and existing projects requiring Federal Match. Amounts available to be committed to each LHC were determined through a UHN and UHC approved formula. Approximately \$29,136,804 is available through this RFGA and is subject to change based on funding availability.

Bear River		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	
Rapid Re-Housing	Transitional Housing	

Carbon - Emery	
Emergency Shelter	Rapid Re-Housing
Federal Match	Homeless Prevention

Davis	
Emergency Shelter	Homeless Prevention
Federal Match	Street Outreach
Rapid Re-Housing	Permanent Supportive Housing

Grand	
Emergency Shelter	Homeless Prevention
Federal Match	Street Outreach
Rapid Re-Housing	

Iron	
Emergency Shelter	Homeless Prevention
Federal Match	Transitional Housing
Rapid Re-Housing	HMIS Comparable Database

Mountainland		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	HMIS Comparable Database
Rapid Re-Housing	Transitional Housing	Other

Salt Lake		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	HMIS Comparable Database
Rapid Re-Housing	Transitional Housing	Other

San Juan		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	HMIS Comparable Database
Rapid Re-Housing	Transitional Housing	

Six County	
Emergency Shelter	Homeless Prevention
Federal Match	Transitional Housing
Rapid Re-Housing	Permanent Supportive Housing

Tooele		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	HMIS Comparable Database
Rapid Re-Housing	Transitional Housing	

Uintah Basin		
Emergency Shelter	Rapid Re-Housing	Transitional Housing
Federal Match	Homeless Prevention	HMIS Comparable Database

Washington		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	
Rapid Re-Housing	Transitional Housing	

Weber - Morgan		
Emergency Shelter	Homeless Prevention	Permanent Supportive Housing
Federal Match	Street Outreach	HMIS Comparable Database
Rapid Re-Housing	Transitional Housing	

ORGANIZATIONS WHO MAY APPLY

1. Public or private non-profit organizations, faith-based organizations, state departments and agencies, units of local governments, and tribal entities.
 - a. Organizations with religious affiliations are to provide assurances that grant funds will not require client participation in religious practices to receive services.
2. Organizations that **do not** have current, open finding from DWS-OHS.
3. Organizations that are not in default on any contract or grant agreements with the Department of Workforce Services. Contractors who have had a grant agreement with DWS terminated for cause within the previous three (3) years are not eligible to apply.
4. Organizations that have demonstrated experience and expertise in providing services to individuals experiencing homelessness.
5. Organizations that have the financial capability, secured capital, fiscal management system, and personnel needed to manage a reimbursement contract.
6. Organizations that will carry and maintain the insurance coverage described in the *DWS Grant Terms and Conditions* within 30 days if awarded.

HOMELESSNESS PROJECT REQUIREMENTS

1. Funded projects must be open to individuals regardless of race, color, religion, sex, national origin, age, disability, or political affiliation.
2. Organizations will be required to actively participate in:
 - a. Local homeless service systems identified by the UHC.
 - i. These systems include Continuum of Care (CoC), and Local Homeless Councils (LHC).
 - b. Local Coordinated Entry System.
 - c. The Utah Homeless Management Information System (UHMISS); or a comparable database if domestic violence or healthcare service provider.
 - d. Data quality improvement initiatives.
3. Matching funds may be required depending on the funding source of the awarded project.
4. Priority may be given to a project that will include significant additional or matching funds from a private organization, nonprofit organization, or local government entity as indicated in *Appendix C – Project Funding Sources*.

HOMELESSNESS FUNDING PROJECT TYPE DESCRIPTIONS

DWS-OHS Homelessness Funding can be used to provide a wide range of services and support. All applications must identify as one of the following project types:

Emergency Shelter (ES) activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through renovating existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. ES includes Day Shelter programs, which provide drop-in services and temporary shelter for individuals experiencing homelessness during daytime hours only.

HMIS Comparable Database (HMIS) costs for agencies who are legally prohibited from entering data into the Utah Homeless Management Information System (HMIS) due to federal restrictions.

Federal Match CoC Program funds to “match” a portion of the CoC funds they receive. Simply put, “match” is the non-federal share of costs that the recipient is required to contribute to accomplish the purposes of the grant.

Homelessness Prevention (HP) activities are designed to prevent an individual or family from experiencing literal homelessness through housing relocation, stabilization services, and rental assistance.

Permanent Supportive Housing (PSH) is long-term, community-based housing that has supportive services for individuals experiencing homelessness with disabilities. This type of supportive housing enables the special needs populations to live as independently as possible in a permanent setting. Permanent housing can be provided in one structure, several structures at one site, or in multiple structures at scattered sites.

Rapid Re-Housing (RRH) activities are designed to help people experiencing literal homelessness quickly obtain permanent housing through housing location and providing rental assistance.

Street Outreach (SO) activities provide essential services for individuals experiencing unsheltered homelessness, connecting them with emergency shelter, transportation, housing, or critical services.

Transitional Housing (TH) is where all program participants have signed a lease or occupancy agreement, to facilitate the movement of individuals experiencing homelessness into permanent housing within a 24-month period.

Other (Other) projects that benefit people experiencing homelessness that **absolutely do not** fall under any of the other project categories listed above. Case management programs should be considered in one of the project types above, not as "other".

SCOPE OF WORK

The proposed *Attachment B - Scope of Work* has been included as part of the Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their applications.

SUBMISSION INSTRUCTIONS

1. Prior to filling out the online application, complete and compile the following documents which will be attached to *Appendix A - Grant Application Cover Sheet and Project Information* during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix B – Grant Application Narrative
 - ii. Appendix C – Project Funding Sources
 - iii. Appendix D – FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the state)
 - iv. Attachment C – Budget Narrative and Itemization Form
 - b. Additional required documents to be attached to the application if applicable, not provided by DWS:
 - i. Project Level Policies and Procedures (if new, please provide a drafted outline)
 - ii. Business License or Articles of Incorporation (if applicable)
 - iii. 501(c)(3) Letter (if applicable)
 - c. Required Performance Measures Reports (only one will be applicable)
 - i. FOR EXISTING PROJECT ONLY - Performance Measures Reports from July 1, 2023 to February 29, 2024 (list of required reports for each project type are available [here](#) and instructions to generate the reports in UHMIS are found [here](#))
 - ii. FOR EXISTING DOMESTIC VIOLENCE SERVICE PROVIDERS ONLY - DVSP Performance Measure Reports from July 1, 2023 to February 29, 2024 - Attach the required APR or CAPER report as listed [here](#) from your HMIS comparable database that is required for your project type. If unable to produce the required federal report, attach a report that provides the same aggregate data and a document detailing your plan to become HMIS comparable by July 1st, 2024
 - iii. FOR NEW PROJECTS ONLY – Attach a document that provides a response to the following questions: 1. Describe the organization’s grant management capacity related to utilizing UHMIS or a comparable database (staffing, training, UHMIS or comparable database experience, and timely data entry). 2. Describe how the organization is currently tracking project outcomes and outputs. 3. Describe any systems that are currently being used to track data. 4. Describe anticipated targets for this project.
2. Once all applicable appendices, attachments, and additional documents have been completed and saved by the applicant, attach all documents to *Appendix A- Grant Application Cover Sheet and Project Information* and submit the form to finish the grant application.

Additional Submission Information

1. **Separate applications are required for each project type in each LHC.**
2. Applicants must bear the cost of preparing and submitting each application.
3. Failure to comply with any part of the RFGA may result in disqualification of the application.
4. Late applications will not be accepted.
5. Applications that do not include all the required documentation may be considered incomplete and may be denied.
6. Do **NOT** include additional information such as pamphlets, organizational public relations information, or addenda.
7. DWS may request the correction of immaterial omissions during the review period.
8. By submitting an application, the applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed during the Q&A period. The applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

FUNDING DETAILS

1. Grant Funds will be awarded for a three-year funding cycle, FY25-FY27, but may be subject to change due to funding availability.
2. A separate budget will be required for each program year as outlined in *Attachment C – Budget Narrative and Itemization Form*. Any unused funds do not roll-over to the following program year and will be returned to DWS-OHS.
3. Grant funding is distributed by reimbursement and only for allowable expenditures approved through the application process or negotiated with DWS-OHS; funds are **NOT** distributed in a lump sum.
4. Claims for reimbursement must be submitted through [WebGrants 3](#); at a minimum quarterly.
 - a. If a new system is used for invoicing, DWS-OHS will notify GRANTEE of the new process for submitting claims for reimbursement.
5. Project Scope of Work requirements are based on applications, UHC recommendations, performance measures, and the funding source utilized.
6. DWS-OHS reserves the right to award partial grants.

POST-AWARD DOCUMENT REQUIREMENTS

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

1. Certificate of Insurance
2. Pre-Award Risk Assessment
3. Negotiated final Budget Narrative and Itemization Form

4. Admin Cost Verification (Cost Allocation Plan or Negotiated Indirect Cost Rate if applicable)
5. Organization Policies and Procedures
6. Emergency Shelter Capital Needs Assessment (if applicable)
7. Updated organization contact list

QUESTION AND ANSWER

1. Question and Answer (Q&A) period closes on the date and time specified on the cover page.
2. Questions must be submitted through the link provided on the cover page, during the Q&A period.
3. Answers will be posted on: <https://jobs.utah.gov/department/rfg/index.html>
4. Questions may include notifying DWS-OHS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
5. Questions may be answered individually or may be compiled into one document.
6. Questions may also be answered via an addendum.
7. An answered question or an addendum may modify the specification or requirements of this RFGA.
8. Applicants should periodically check for answered questions and addenda before the closing date.

ADDENDA

Addenda shall be published within a reasonable time prior to the deadline applications are due, to allow applicants to consider the addenda in preparing applications. Addenda published at least 5 calendar days prior to the deadline that applications are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

1. If DWS-OHS finds it necessary to modify the RFGA for any reason, a written addendum to the original RFGA will be posted on the DWS website at: <https://jobs.utah.gov/department/rfg/index.html>

EVALUATION AND AWARD

1. Applicants must be available for questions or clarification during the grant review period.
2. Applicants must be available for presentations upon request.
3. DWS-OHS reserves the right to reject any and all applications or withdraw this offer at any time.
4. DWS-OHS may grant partial awards.
5. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Utah Homelessness Council (UHC), taking into consideration all factors set forth in this RFGA.
6. Organizations previously receiving funding from DWS-OHS should be in good standing to be considered for a grant.

7. All applications will be reviewed for completeness by DWS-OHS staff to confirm minimum threshold expectations are met as outlined in *Appendix B – Grant Application Narrative* and recorded on the DWS-OHS Staff Minimum Threshold Review found in *Attachment D – Evaluation Criteria*.
8. The LHC review committees, alongside the CoC Collaborative Applicants will read and score applications that pass the minimum threshold review.
9. Finalized scores will be returned to the CoC Collaborative Applicants. The Collaborative Applicants will present the UHN approved funding recommendations to the Utah Homeless Council (UHC) who is responsible for reviewing applications and approving funding for the provision of homeless services in the state.
10. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless the applicant requests in writing that trade secrets/proprietary data be protected. A [GRAMA Claim of Business Confidentiality](#) must be submitted to the Contract Analyst (alowe@utah.gov) prior to the application deadline.

SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Unique Entity Identifier (UEI) number (UEI Start Guide available here)
<input type="checkbox"/>	Federal Tax ID number

Application Checklist	
<input type="checkbox"/>	Appendix A: Grant Application Cover Sheet and Project Information
<input type="checkbox"/>	Appendix B: Grant Application Narrative
<input type="checkbox"/>	Appendix C: Project Funding Sources
<input type="checkbox"/>	Appendix D: FFATA Certification by Subrecipient (not required for State agencies and Component Units of the State)
<input type="checkbox"/>	Attachment C: Budget Narrative and Itemization Form (three program years)
<input type="checkbox"/>	Project Level Policies and Procedures (if new, please provide a drafted outline)
<input type="checkbox"/>	Business License or Articles of Incorporation (if applicable)
<input type="checkbox"/>	501(c)(3) Letter (if applicable)

Required Performance Measures Reports (only one will be applicable)	
<input type="checkbox"/>	Performance Measures Reports (for existing projects only)
<input type="checkbox"/>	DVSP Performance Measures Reports (if applicable)
<input type="checkbox"/>	Performance Measures Document (for new projects only)



APPENDIX A
Grant Application Cover Sheet & Program Information
FY25-FY27 State Homeless Funding Grant
Solicitation #25-DWS-S001

Organization Legal Name: _____

Federal Tax ID #: _____ **Unique Entity Identifier (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 for FY25 as described in Attachment C – Budget: \$ _____

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

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

By submitting, I certify that all information provided in this grant application is complete and accurate.

GRANT ADMINISTRATOR (if different from above)

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

FINANCIAL ADMINISTRATOR

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

PROGRAM INFORMATION

ORGANIZATION:

SECTION A: PROGRAM INFORMATION

The program is (please check one):

- A new program An existing program funded by OHS in FY24
 An existing program NOT funded by OHS in FY24

Existing HMIS Project Name: _____

Please refer to [FY24 HMIS Project Names](#) to locate the correct HMIS Project name for existing programs.

If new, please use the following naming convention (Agency Name, Project Type, LHC):

SECTION B: LOCAL HOMELESS COUNCIL (LHC) AND PROJECT TYPE - Please select the LHC the project is in and the corresponding Project Type that will be provided under this Grant ***Only one LHC should be selected**

- | | | |
|--|--|--|
| <input type="radio"/> Bear River ----- | <input type="radio"/> Mountainland ----- | <input type="radio"/> Grand ----- |
| <input type="radio"/> Weber-Morgan ----- | <input type="radio"/> Uintah Basin ----- | <input type="radio"/> San Juan ----- |
| <input type="radio"/> Davis ----- | <input type="radio"/> Carbon-Emery ----- | <input type="radio"/> Iron ----- |
| <input type="radio"/> Salt Lake ----- | <input type="radio"/> Six County ----- | <input type="radio"/> Washington ----- |
| <input type="radio"/> Tooele ----- | | |

SECTION C: DOMESTIC VIOLENCE SERVICE PROVIDER

Domestic Violence Service Provider?

Yes

No

If yes, using an HMIS comparable Database?

Yes

No

SECTION D: FEDERAL FUNDING SOURCES

OHS will be prioritizing ESG funds for RRH and HP project types.

Is this project eligible for ESG or TANF funds? (Please see Attachment H – Federal Funding Description and Explanation for information regarding federal requirements)

Yes

No

If yes, is the organization willing to accept ESG or TANF funds for this project?

Yes

No

If yes, did the organization review the additional monitoring requirements outlined in Attachment H – Federal funding Description and Explanation?

Yes

No

Does the organization understand the **ESG** client and unit eligibility requirements as outlined in [24 CFR 576](#)?

Yes

No

Has your organization received any ESG or TANF findings, resolved or unresolved, within the last 4 (four) years?

Yes

No

If yes, please explain regarding your ESG or TANF findings.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

If yes, please explain how your organization will ensure compliance with the ESG or TANF programs to include the financial management system, participant eligibility, recordkeeping, and timely expenditure.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rff/index.html>

SECTION F: ATTACHMENTS

DWS-OHS Form to prepare and attach:

- _____ APPENDIX B: GRANT APPLICATION NARRATIVE
- _____ APPENDIX C: PROJECT FUNDING SOURCES
- _____ APPENDIX D: FFATA CERTIFICATION BY SUBRECIPIENTS (not required for State Agencies and Component Units of the state)
- _____ ATTACHMENT C: BUDGET NARRATIVE AND ITEMIZATION FORM

Additional Documents to attach:

- _____ PROJECT LEVEL POLICIES AND PROCEDURES (if new, please provide a drafted outline)
- _____ BUSINESS LICENSE OR ARTICLES OF INCORPORATION (if applicable)
- _____ 501c (3) LETTER (if applicable)

Required Performance Measures to attach: (each application should include one of the following)

FOR EXISTING PROJECTS ONLY

Performance Measures Reports from July 1, 2023 – February 29, 2024 (list of required reports for each project type are available [here](#) and instructions to generate the reports in UHMIS are found [here](#))

FOR EXISTING DOMESTIC VIOLENCE SERVICE PROVIDERS ONLY

DVSP Performance Measures Reports from July 1, 2023 – February 29, 2024 - Attach the required APR or CAPER report as listed [here](#) from your HMIS comparable database that is required for your project type. If unable to produce the required federal report, attach a report that provides the same aggregate data and a document detailing your plan to become HMIS comparable by July 1st, 2024

FOR NEW PROJECTS ONLY

Attach a document that provides a response to the following four questions: 1. Describe the organization's grant management capacity related to utilizing UHMIS or a comparable database (staffing, training, UHMIS or comparable database experience, and timely data entry). 2. Describe how the organization is currently tracking project outcomes and outputs. 3. Describe any systems that are currently used to track data. 4. Describe anticipated targets for this project.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>



UTAH DEPARTMENT OF
**WORKFORCE
SERVICES**

APPENDIX B
Grant Application Narrative
DWS-OHS FY25-27 State Homelessness Funding Grant
Solicitation #25-DWS-S0001

Organization Name:

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

1. ORGANIZATION OVERVIEW

Provide a description of the organization. How many years has the organization been operational? How long has the organization served individuals experiencing homelessness? Please describe the organization's mission, types of programs currently offered, and how homeless programs fit within that mission.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

2. Project Overview

Provide a detailed description of the project. Who is the intended population? Detail the service(s) that will be provided (include relevant partnerships or subgrantees). Describe the organizational staff positions that support the project proposal. Where will services be rendered? Please list the project address and project verification the site will be operational for FY25.

*Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>*

3. LHC Strategic Plan Alignment

How does the project help achieve the LHC’s strategic plan? Name and describe the specific goal(s) the project is connected to using the references to the LHC strategic plan.

The LHC strategic plan should align with [Statewide Collaboration for Change: Utah’s Plan to Address Homelessness](#)

If the LHC is still developing its strategic plan, speak to agency involvement throughout development, including how the project anticipates alignment with the State’s Strategic Plan.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

4. LHC PRIORITIES & SYSTEM PERFORMANCE MEASURES

Using [System Performance Measure data from your LHC](#), describe how your project will improve the performance of the homeless response system in your community. (e.g. this project aims to reduce average length of stay by 5 days)

LHC SPMs are available in the [annual report](#) or [using these instructions](#).

Include a description of any relevant partnerships to ensure project success.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

5. CoC Service Area

Describe how the organization is actively engaged in the [CoC](#). Describe how the project aligns with the regional needs. Describe how the project coordinates with other homeless service projects within the CoC.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

6. Project Funding

Describe how the project will be funded (Make references to *Appendix C – Project Funding Sources* as applicable) Include a description of significant additional or matching funds from a private organization, nonprofit organization, local government entity, or other sources that have been both applied for and awarded.

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Total Amount Requested: \$ 0.00

If other is selected, please list explanation below:

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>



State of Utah
Department of Workforce Services

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

Organization Name: _____

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

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

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

Executive Compensation

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

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

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

ATTESTATION

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

Chief Executive Officer
or Designee, Signature: _____ Date: _____

Name and Title: _____

Equal Opportunity Employer/Program

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

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

1. DEFINITIONS:

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

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

3. CONFLICT OF INTEREST:

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

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

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

5. **RELATED PARTIES:**

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

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

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

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

16. MONITORING:

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

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

18. AGREEMENT TERMINATION:

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

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

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

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

- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
 - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 31. **WORK ON STATE OF UTAH PREMISES**: GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 32. **WORKFORCE SERVICES JOB LISTING**: GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 33. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
- 34. **GRIEVANCE PROCEDURE**: GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.
- 35. **PROTECTION AND USE OF CLIENT RECORDS**: Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
- 36. **RECORDS ADMINISTRATION**: GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.
- 37. **PUBLIC INFORMATION**: GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under

GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.

38. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
 - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
 - c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
 - d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
 - e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.
39. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
41. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and

satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

42. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE’S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
44. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days’ notice of reduction.
45. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS’s right to terminate this Agreement.
46. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity’s accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.
47. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**
 - a. Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
 - b. Compliance with Federal Cost Principles: For GRANTEE’S convenience, DWS provides Table 1 below, “Cost Principles,” as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, “Cost Principles,” the principles applicable to a particular GRANTEE depend upon GRANTEE’S legal status.

Table 1: Cost Principles

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

- c. Compensation for Personal Services - Additional Cost Principles:
 In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
 - iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
48. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
49. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
50. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - b. Allowable under applicable cost principles.
 - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
 - d. In accordance with the appropriate Federal grant being matched.
 - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
51. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
52. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
53. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature

Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

54. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
55. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
56. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
57. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
58. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102 and 63G-27-201, if applicable, GRANTEE certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. GRANTEE also agrees not to engage in either boycott for the duration of this Agreement. If GRANTEE does engage in such a boycott, it shall immediately provide written notification to DWS.

Attachment B
DWS-OHS FY25-FY27 State Homelessness Funding
SCOPE OF WORK

I. **Purpose//Background**

A. Grant funding has been awarded for the purpose of providing the awarded project type.

II. **Provided Services**

A. The following are the approved project types and services funded by this Agreement:

- i) **Emergency Shelter (ES)** activities are designed to increase the quantity and quality of temporary shelters provided to individuals experiencing homelessness through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services. ES includes Day Shelter programs, which provide drop-in services and temporary shelter for individuals experiencing homelessness during daytime hours only. Services provided by this funding may include, but are not limited to, staff costs related to the operation of the facility, case management, and client essential services. This does not include winter-only emergency shelter projects.
- ii) **Federal Match** Continuum of Care (CoC) Program funds to “match” a portion of the CoC funds they receive. Simply put, “match” is the non-federal share of costs that the recipient is required to contribute to accomplish the purposes of the grant.
- iii) **HMIS Comparable Database (HMIS)** costs are for agencies who are legally prohibited from entering data into the Utah Homeless Management Information System (UHMIS) due to federal restrictions. Services provided by this funding may include, but are not limited to, staff costs related to the operation of a HMIS Comparable Database, software costs, on-going third-party contractor costs, data migrations costs.
- iv) **Homelessness Prevention (HP)** activities are designed to prevent an individual or family from experiencing literal homelessness through housing relocation and stabilization services and rental assistance. Services provided by this funding may include, but are not limited to, short and medium-term rental assistance, deposit, application fees, client and staff transportation costs, and case management.
- v) **Permanent Supportive Housing (PSH)** Long-term, community-based housing that has supportive services for individuals experiencing homelessness with disabilities. This type of supportive housing enables the special needs populations to live as independently as possible in a permanent setting.

Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites. Eligible services include client transportation costs, client supplies, and case management.

- vi) **Rapid Re-Housing (RRH)** activities are designed to help people experiencing literal homelessness quickly obtain permanent housing through housing location and providing rental assistance. Services provided by this funding may include but are not limited to short and medium-term rental assistance, deposit, application fee, client and staff transportation costs, and case management.
 - vii) **Street Outreach (SO)** activities that provide essential services for individuals experiencing unsheltered homelessness, connecting them with emergency shelter, transportation, housing, or critical services. Eligible services include client transportation costs, essential services, and supplies such as tents, hand warmers, water, food, clothing, and case management.
 - viii) **Transitional Housing (TH)** where all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of individuals experiencing homelessness into permanent housing within a 24-month period. Services provided by this funding may include, but are not limited to, facility operations costs, client and staff transportation, and case management.
 - ix) **Other (Other)** projects that benefit people experiencing homelessness that absolutely do not fall under any of the other project categories listed above. Case management programs should be considered in one of the project types above, not as "other". Services provided are determined by the unique activity being funded.
- B. All projects must meet requirements outlined in the DWS-OHS eligible expenses guide, available online at: [Eligible Expense Guide](#).

III. **GRANTEE Responsibilities**

GRANTEE shall:

- A. Abide by data-driven housing-first principles, as defined by DWS-OHS.
- B. Abide by the Case Management Standards as defined by DWS-OHS and outlined in the attached *DWS-OHS Case Management Standards*.
- C. Provide activities that align with and support the Utah Homelessness Council (UHC) Statewide Strategic Plan.
- D. Support Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
- E. Participate in local Coordinated Entry System activities by attending one Coordinated Entry System Training per fiscal year, as defined by DWS-OHS.
- F. Utilize the Utah Homeless Management Information System (UHMISS):

- i) **Non-Domestic Violence Service** GRANTEE is required to enter all data elements into UHMIS that are associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standard manuals, and the State of Utah data standards.
 - ii) **Non-Domestic Violence Service** data entered into UHMIS for this program must meet the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at <https://utahhmis.org/about/governance/>.
 - iii) Utah Homeless Management Information System (UHMIS): **Domestic Violence Service** GRANTEE is required to enter all data elements into an HMIS comparable database that meets the current HUD HMIS Data Standards, other HUD-approved data standard manuals, and the State of Utah data standards.
 - iv) Data entered into the GRANTEE's comparable database must meet the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at <https://utahhmis.org/about/governance/>.
 - v) **Domestic Violence Service GRANTEE (DVSP)** must participate in annual reviews with DWS-OHS staff to confirm that the DVSP database is HMIS comparable as defined by the current HUD HMIS data standards. Further information can be found at <https://utahhmis.org/about/governance/>.
- G. Complete all training required by the [UHMIS Policies and Procedures](#) and other training deemed necessary by DWS-OHS staff.
- H. Participate in the Annual Point-in-Time (PIT) Homeless Count.
- I. Participate in the Housing Inventory Count (HIC).
- J. Support data initiatives and other federally mandated reporting as requested by DWS-OHS.
- K. Participate in reasonable technical assistance activities provided by DWS-OHS staff or its designees. Failure to respond to email and other correspondence from DWS-OHS and its designees within 10 business days, without reasonable cause, will be referred for grant review. A grant review may result in probation or termination of the grant.
- L. Ensure all project-funded personnel are in compliance with the requirements outlined in the attached *Criminal Back Check Requirement*.
- M. Ensure that all project-funded personnel have reviewed and signed the attached *Code of Conduct and Non-Disclosure Agreement*. Signed copies of the *Non-Disclosure Agreement* and *Code of Conduct* must be maintained in employee and volunteer files for compliance review.

IV. **Additional Responsibilities**

- A. Any deviations from this Scope of Work must be approved in writing by DWS-OHS. DWS-OHS reserves the right to deny any change requests. If applicable, DWS-OHS must approve any Subgrantees through the application process. GRANTEE is responsible for Subgrantee's compliance with the Terms and Conditions of this grant and will provide DWS-OHS a copy of any agreements with Subgrantees (as applicable).
 - i) Subgrantee refers to an individual or entity that has entered into an agreement with the GRANTEE to perform services the GRANTEE is responsible for under the terms of this Agreement.
- B. Projects that receive funding related to a specific facility, such as an emergency shelter or project-based housing site, are expected to prioritize the ongoing cleanliness and maintenance of the facility. DWS-OHS will perform periodic inspections of the projects to ensure these expectations are met and to assist GRANTEE in meeting these expectations as necessary.
- C. GRANTEE performance shall be monitored at the sole discretion of DWS-OHS, which may include, but is not limited to, both announced and unannounced site visits, desk audits, third party monitoring, expenditure document review, and video or phone conferencing.

V. **Client Eligibility**

- A. Individuals must be determined eligible for services, as outlined in GRANTEE policies and procedures. GRANTEE policies and procedures must align with the approved project type(s).
- B. If federally funded, GRANTEE is responsible for determining eligibility and recordkeeping associated under the funding source. Funding sources associated with this RFGA are listed below: Specific federal funding sources may require certain documents and requirements for each individual served. Additional information will be provided in the finalized grant scope of work.
 - i) Emergency Solutions Grants Program (ESG) 24 C.F.R. Part 576
 - ii) Temporary Assistance for Needy Families (TANF) 45 C.F.R. Part 260
 - iii) Homeless to Housing (H2H) Utah Code 35A-16-302, and 303
 - iv) Pamela Atkinson Homeless Account (PAHTF) Utah Code 35A-16-301
 - v) Homeless Services Dedicated
 - vi) Other state funding sources as allocated through legislative initiatives or special Federal allocation to DWS-OHS.

VI. **Case Management Standards**

- A. In alignment with the State Strategic Plan, DWS-OHS has adopted Case Management Standards to ensure equitable access to high-quality services for all clients.

- B. The Housing First Model as outlined in the attached *DWS-OHS Case Management Standards* must be followed by all projects funded by DWS-OHS. Please see 'Reporting' requirements below.
- C. GRANTEE must continually engage with project participants and offer case management services. A project participant cannot be required to participate in case management services and cannot be evicted from, or terminated from, the project for failure to meet with the case manager.

VII. **Reporting**

- A. Participation in statewide data collection efforts by DWS-OHS is required. GRANTEE must provide accurate data entry into UHMIS, or a comparable database if a Victim Service provider, within 7 days of client interactions. OHS will provide report templates for any data not reported through UHMIS with sufficient notice of the information or data required.
- B. Case managers are expected to utilize UHMIS or a comparable database to record and track services and progress on plans. The case management plan (ongoing assessment of participant service needs) should be created and entered into UHMIS according to the below standards by project type. Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time. Please reference the DWS-OHS Case Management Standards for additional information.

Project Type	CM Plan Should be Created Within
Rapid Re-Housing and Homeless Prevention	7 days from the day the client entered the project
Transitional Housing	7 days from the day the client entered the project
Permanent Supportive Housing	7 days from the day the client entered the project
Emergency Shelter (Entry/Exit)	7 days from the day the client entered the project
Emergency Shelter (Night by Night)	By the 7th bed night service the client receives during the enrollment
Street Outreach	By the 7th day of service the client receives during the enrollment

- C. All data entered into HMIS should be report-ready by the 15th day following the last day of each month. Report-ready is when data entered for that period is accurate and complete to the best of the GRANTEE'S knowledge and ability.

D. Performance data will be evaluated at least quarterly on the following schedule:

Quarter	Reporting Period	Reporting Due Date
First Quarter	July 1 – September 30	October 15
Second Quarter	October 1 – December 31	January 15
Third Quarter	January 1 – March 31	April 15
Fourth Quarter	April 1 – June 30	July 15

E. Full year data will be pulled at the same time as the fourth quarter report. In addition, a narrative report will be required after completion of the grant.

F. GRANTEE will need to provide any additional reporting as requested by DWS-OHS.

VIII. **Outcomes**

A. Performance measures are based on previous fiscal year UHMIS or comparable database data. Final and approved performance benchmarks will be provided in the first quarterly report. Outcomes will be reported using the HMIS quarterly reports provided by DWS-OHS. If a project is new, performance targets will be set with the GRANTEE. Outcomes for each grant will be negotiated between GRANTEE and DWS-OHS staff. All projects that directly serve clients will have performance measures that are approved by HMIS. Example measures by project type:

i) General Project Measures:

1. Number of clients served
2. Number of households served
3. Number of project leavers (participant project exits)
4. Average length of project participation in days for leavers
5. Average length of project participation in days for stayers
6. Number of participants who exited to a permanent destination
7. Number of participants who exited homelessness to permanent housing destinations and returned to homelessness within 24 months*
8. Number of participants who exited to Data Not Collected (no exit interview completed)
9. Percentage of individuals who made progress on their individual case management plan

*May not be required for projects that serve survivors of domestic violence, homeless prevention projects, or if the project has not been a participating program in HMIS for more than 24 months.

- ii) Additional Emergency Shelter-Specific Measures
 - 1. Length of time persons remained homeless
 - 2. Median length of project participation in days for leavers
 - 3. Median length of project participation in days for stayers
 - 4. Number of households engaged in housing problem-solving conversations
 - 5. Percentage of households diverted prior to entering a shelter through problem-solving conversations
 - 6. Percentage of households placed in alternative housing after entering shelter through problem-solving conversations
- iii) Additional Homeless Prevention Specific Measures
 - 1. Number of participants who exited to an emergency shelter, including hotel or motel paid for with an emergency shelter voucher
 - 2. Number of participants who exited to a place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport, or anywhere outside)
- iv) Additional Permanent Supportive Housing Specific Measures
 - 1. Average length of time in days between the project start date and housing move-in date
 - 2. Number of participants who exited without a move-in date
 - 3. Participants who retained or exited to permanent housing destinations
- v) Additional Rapid Rehousing Specific Measures
 - 1. Average length of time in days between the project start date and housing move-in date
 - 2. Number of participants who exited without a move-in date
- vi) Additional Street Outreach Specific Measures
 - 1. Number of participants who enrolled in street outreach project from a place not meant for habitation
 - 2. Percentage of people successfully placed in more stable housing from street outreach
 - 3. Number of participants who exited to a permanent destination
 - 4. Number of participants who exited to a temporary and some institutional destinations
 - 5. Number of participants served with a date of engagement
- vii) Additional Transitional Housing-Specific Measures
 - 1. Above General Measures Only
- viii) Additional Other Specific Measures
 - 1. Other projects will have specific measures determined based on the unique project's services

IX. **Budget**

A. Invoicing for Reimbursement:

- i) GRANTEE must adhere to the approved budget set forth in the attached Budget and Itemization Form.
- ii) Claims for reimbursement of expenditures will be submitted online no less than quarterly through [WebGrants 3](#).
- iii) Claims must be submitted on a cost reimbursement basis with attached supporting documentation.
- iv) Changes to the budget must be approved by DWS-OHS prior to the expenditure date, unless authorized by DWS-OHS.

Attachment C - Budget Narrative and Itemization Form

DWS Office of Homeless Services

July 1, 2024 - June 30, 2025

Please reference the below eligible expense guide for budget creation. This guide has specific information regarding indirect and direct admin calculations. Agency must continue to use admin rate or methodology that was used in any previous DWS contracts.

[DWS-OHS Eligible Expense Guide](#)

All planned expenses must be itemized (I.E. 20 cots at \$100 each totaling \$2,000). Admin costs may be reduced to comply with Federal and State caps if required.

Category I Indirect Expenses (Budget line items below that are included in De Minimis marked with *).	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, office furniture, or any items over \$5,000 that such use may extend beyond contracting period)</i>		\$ -
Program Insurance <i>(Does not include fringe benefits for staff)</i>		\$ -
Agency Space Costs <i>(e.g. rent, lease, etc.)</i>		\$ -
Agency Utilities <i>(consistent monthly utility charges - gas, water, etc.)</i>		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security, etc.)</i>		\$ -
Supplies <i>(e.g. consumable goods)</i>		\$ -
Travel & Transportation		\$ -
<i>Direct Administrative costs may be modified after funding sources have been determined to not exceed federal regulations of the federal funds awarded.</i>		
Total Category I/Category II Administrative Expenses		\$ -
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
*Salaries		\$ -

Sample Only
Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

*Fringe Benefits		\$	-
Client Rent and Arrears Payments		\$	-
Client Deposit, App Fees, and Utility Assistance		\$	-
Client Services <i>(e.g. education services, employment & training, legal services, client transportation, and such)</i>		\$	-
Hotel/Motel Payments		\$	-
*Program Communications <i>(e.g. Consistent monthly charges, including and not limited to: printing, copying, phone, internet, postage)</i>		\$	-
*Conference Attendance and Staff Training/Development		\$	-
*Professional Fees & Contract Services <i>(e.g. consultants, security, and such)</i>		\$	-
Program Equipment <i>(e.g. computers, office furniture, or any items over \$5,000 that such use may extend beyond contracting period)</i>		\$	-
*Program Insurance <i>(Does not include fringe benefits for staff)</i>		\$	-
Program Space Costs		\$	-
*Program Supplies, Space Utilities, Internet, Etc.		\$	-
*Program Transportation		\$	-
Subawards <i>(e.g. pass-through)</i>		\$	-
Total Category III Project Expenses		\$	-
Total Expenses Category I/II and Category III		\$	-

Sample Only
 Available Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

**ATTACHMENT D - Evaluation Criteria
FY25-27 State Homelessness Funding Grant
DWS-OHS Staff Minimum Threshold Review**

Projects must be marked yes on the below questions to pass the minimum threshold.

Question	Details	Scoring
Provide a description of the organization. How many years has the organization been operational? How long has the organization served homeless populations? Please describe the organization's mission, types of programs currently offered, and how homeless programs fit within that mission.	Question 1 of the application narrative. Please provide a complete narrative outlining requested details about the organization. Incomplete answers could result in not meeting the minimum threshold screening. OHS staff will read for completeness and alignment with RFGA cover page selections.	Yes/No
Provide a detailed description of the project. Who is the intended population? Detail the service(s) that will be provided (include relevant partnerships or subgrantees). Describe the organizational staff positions that support the project proposal. Where will services be rendered? Please list the project address and provide verification the site will be operational for FY25.	Question 2 of the application narrative. Please provide a complete narrative outlining requested details about the project. Incomplete answers could result in not meeting the minimum threshold screening. OHS staff will read for completeness and alignment with RFGA cover page selections.	Yes/No

DWS-OHS Staff Performance Measure Review

NEW-Performance Measures	Included in the required attachment. If new, please respond to the following questions in the required upload. 1) Describe the agency's grant management capacity related to utilizing UHMIS or a comparable database (staffing, training, UHMIS or comparable database experience, timely data entry, etc). 2) Describe how you are currently tracking project outcomes and outputs. 3) Describe any systems that are currently used to track data. 4) Describe anticipated targets for this project.	0 = Failure, no response 1-2 = Poor, inadequate, fails to meet requirement 3-4: Fair, only partially responsive 5-6 = Average, meets minimum requirement 7-8 = Above average, exceeds minimum requirement 9-10 = Superior
OR		
Existing DVSP-Performance Measures	If applying as a DVSP, please attach the requested reports from your HMIS comparable database. If a DVSP is currently unable to produce the requested federal report, please attach a report that provides the same aggregate data from your database and a document detailing your plan to become HMIS comparable by the beginning of the next state fiscal year on July 1st.	0-10 Applicants will received full, partial or no points for each scored performance measure based on how project performance compares to the standards defined for that measure in the scoring rubric. A project may receive a maximum of 10 points if performance meets the high performance standard defined for each applicable measure.
OR		
EXISTING-Performance Measures	Included in the required attachment. OHS staff will score existing projects will be scored based on their performance toward outcome measures during the time period of July 1st, 2023- February 29th, 2024 (partial FY24). Applicants will be required to submit necessary System Performance Measures (SPM), Annual Performance Report (APR), and/or Consolidated Annual Performance and Evaluation Report (CAPER) reports as part of their applications. Projects that have not existed long enough to provide specific SPM data will receive half points for those measures. Scoring rubrics are provided by project type on other worksheets in this workbook. DVSPs have different scoring rubrics due to the inability to run SPMs in a comparable database.	0-10 Applicants will received full, partial or no points for each scored performance measure based on how project performance compares to the standards defined for that measure in the scoring rubric. A project may receive a maximum of 10 points if performance meets the high performance standard defined for each applicable measure.

Review Committee Scoring

Questions	Details	Scoring
		0-5 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 5 = Superior
How does the project help achieve the LHC's strategic plan? Name and describe the specific goal(s) the project is connected to. If your LHC is still developing its strategic plan, speak to agency involvement throughout development.	Question 3 on application narrative.	0-5
Using System Performance Measure data from your LHC, describe how your project will improve the performance of the homeless response system in your community. (e.g. this project aims to reduce average length of stay by 5 days)	Question 4 on application narrative.	0-5
Include a description of any relevant partnerships to ensure project success.		

Describe how the organization is actively engaged in the CoC. Describe how the project aligns with the regional needs. Describe how the project coordinates with other homeless service projects within the CoC.	Question 5 on application narrative.	0-5
Describe how the project will be funded. Include a description of significant additional or matching funds from a private organization, nonprofit organization, local government entity, etc that have been applied for and/or awarded.	Question 6 on application narrative and Appendix C - Project Funding Sources.	0-5
Score Total		/30

Sample Only
 Fillable Forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

ATTACHMENT E

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, Shelter Licensing) 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).
- D. 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 <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.

- 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 26B, Utah Health and Human Services Code, Chapter 6, Long Term Services and Supports, Aging, and 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 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 4. "DWS Customer" is a person served with funding provided by DWS.

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

ATTACHMENT F CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT G

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name

ATTACHMENT H

FEDERAL FUNDING DESCRIPTION AND EXPLANATION

EMERGENCY SOLUTIONS GRANT (ESG) FUNDING

The Housing and Urban Development (HUD) ESG program provides funding to the State Office of Homeless Services for the payment of certain expenses related to emergency shelter, street outreach, homeless prevention, and rapid rehousing activities by eligible and awarded grantees. The Office of Homeless Services (OHS) will be prioritizing rapid re-housing and homeless prevention projects with ESG funding. The ESG program provides funding to: (1) engage homeless individuals and families living on the street, (2) improve the number and quality of emergency shelters for homeless individuals and families, (3) help operate these shelters, (4) provide essential services to shelter residents, (5) rapidly rehouse homeless individuals and families, and (6) prevent families/individuals from becoming homeless.

For FY25-FY27, the Office of Homeless Services (OHS) will prioritize Rapid Re-housing and Homeless Prevention projects for ESG funding.

ESG funding requirements are outlined in [24 CFR 576](#).

Eligible ESG programs and activities related to this RFGA include:

Homeless Prevention: Assistance provided to individuals and families who are at risk of homelessness or who meet the criteria in paragraph (2), (3), and (4) of the “homeless” definition and have an annual income at or below 30% for the area. ([24 CFR 576.103](#))

Housing Relocation and Stabilization: Fees associated with helping locate and stabilize housing (i.e., rental application fees, security deposits, last month’s rent, utility deposits, utility payments, moving costs).

Short- and Medium-term Rental Assistance: 3 (short-term) – 24 (medium-term) months of rent costs (i.e., monthly rent, one-time payment for up to 6 months of rental arrears and any corresponding late payments on those arrears).

Rapid Re-housing: Assistance provided to individuals and families who meet criteria under paragraph (1) of the “homeless” definition or who meet the criteria under paragraph (4) of the “homeless” definition. ([24 CFR 576.104](#))

Housing Relocation and Stabilization: Fees associated with helping locate and stabilize housing (i.e., rental application fees, security deposits, last month’s rent, utility deposits, utility payments, moving costs).

Short- and Medium-term Rental Assistance: 3 (short-term) – 24 (medium-term) months of rent costs (i.e., monthly rent, one-time payment for up to 6 months of rental arrears and any corresponding late payments on those arrears).

For additional information related to eligible costs for RRH and HP, please review [HUD's ESG Program Components Quick Reference](#).

TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) FUNDING

Federal and state TANF-administering entities provide funding to the State Office of Homeless Service for the payment of certain expenses related to serving eligible households with children. Services are delivered via eligible and awarded grantees that deliver programming meeting one of the two purposes:

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.

TANF funding requirements are outlined in [45 CFR 260](#)

ALL OHS FEDERALLY FUNDED PROJECTS

Recordkeeping: All OHS-supported, and federally funded grantees shall keep records necessary to properly monitor program performance for at least (6) years after final payment, or until all audits initiated within the (6) years have been completed, whichever is later.

Monitoring: DWS-OHS will monitor all federally funded projects, as outlined in the OHS' Federal Monitoring Policy, DWS' Contract Monitoring Policy, and DWS' Subrecipient Monitoring Procedure. Monitoring activities include but are not limited to a review of applicable policies and procedures, fiscal records, client files, memorandums of and memorandums of understanding. The grantee must provide the OHS, DWS, federal auditors, and other State of Utah personnel deemed necessary with agency records pertaining to the delivery and reimbursement of contracted services.