



Request for Grant Applications

Grant Name: FY24-FY26 State Homelessness Funding Grant

Solicitation Number: 24-DWS-S005

Funding Sources:

1. Federal Emergency Solutions Grant
2. Federal Temporary Assistance for Needy Families (TANF)
3. Homeless to Housing (H2H)
4. Pamela Atkinson Homeless Trust Fund (PAHTF)

Grant Period of Performance: July 1, 2023 – June 30, 2024

Awards may be eligible for two additional one year renewals.

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

1. Application Due Date: **March 29, 2023**
 - a. *Link to Cover Page as a WebForm (link added when live)*
2. Questions period closes: **March 28, 2023**
 - a. [Link to Submit Questions](#)
 - b. [Q&A Posting](#)

Other Important Dates

1. Pre-Proposal Meeting: **March 7, 2023 & March 9, 2023** (*details added when live*)
2. Applications presented to Utah Homeless Network (UHN) Steering Committee for review and prioritization: **March 29 - April 12, 2023**
3. UHN Steering Committee presents prioritization to Utah Homelessness Council (UHC) for review and approval: **April 13, 2023**
4. Anticipated Award Date: **May 2023**

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.

For contract years FY21-FY23, DWS-OHS contracted with roughly 45 agencies across 110 projects to provide services to individuals experiencing homelessness throughout the state. This Request for Grant Applications (RFGA) is for the next three-year funding cycle, FY24-FY26. DWS-OHS will contract with agencies to provide the following types of projects:

1. Emergency shelter (**Excludes winter only emergency shelter projects**)
2. Rapid rehousing
3. Homeless prevention
4. Street outreach
5. Transitional housing
6. Permanent supportive housing
7. Case Management within the aforementioned projects

Funding Priorities

Funding priority will be given to applications that address the goals, best practices, and mandates aligned with the [Statewide Collaboration for Change: Utah's Plan to Address Homelessness](#). Additionally, the Utah Homeless Network (UHN) Steering Committee will review and prioritize all projects for consideration by the Utah Homelessness Council (UHC).

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. Agencies with a religious affiliation are to provide assurances that grant funds will not require client participation in religious practices in order to receive services.
2. Organizations and Agencies that **do not** have a current, open finding from DWS-OHS.

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. Entities 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 (UHMS); or a comparable database if domestic violence service providers.
 - 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 or contract that will include significant additional or matching funds from a private organization, nonprofit organization, or local government entity as indicated in Appendix D – Project Funding Sources.
- 5. Funded projects will be required to adhere to all program requirements as outlined in the Terms and Conditions and Scope of Work.

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 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. **This does not include winter only emergency shelter projects.**

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

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.

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.

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 that provide essential services for individuals experiencing

unsheltered homelessness, connecting them with emergency shelter, transportation, housing, or critical services.

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.

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

SCOPE OF WORK

The proposed Scope of Work has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their applications.

SUBMISSION INSTRUCTIONS

1. Complete and submit the online application and attach required forms and documents.
2. 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 - Budget
 - iii. Appendix D - Project Funding Sources
 - iv. Appendix E - Case Management Standards
 - v. Appendix F - New Project Performance Measures (for new projects only)
 - vi. Appendix G - FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the State)
 - b. Additional documents to be attached to the application, not provided by DWS:
 - i. Business License or Articles of Incorporation (if applicable)
 - ii. 501 (c)(3) Letter (if applicable)
 - iii. Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan (if applicable)
 - iv. Emergency Shelter Capital Needs Assessment (if applicable for Emergency Shelter project types only)

Additional Submission Information

1. Separate applications are required for each project type.
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 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 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.
2. Claims for reimbursement must be submitted through WebGrants; at a minimum of quarterly.
3. Project Scope of Work requirements are based on applications, UHC, recommendations, performance measures, and the funding source utilized.
4. Grant Terms and Conditions are based on the funding source allocated to the grant.
5. 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. Certificates of Insurance
2. Pre-Award Risk Assessment
3. Negotiated final Budget
4. Financial and agency policies and procedures
5. Updated agency 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/housing.html>
4. Questions may include notifying DWS 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/housing.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 may award partial grants.
5. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Utah Homelessness Council, 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. Funding priorities will be presented to the UHN for consideration. The UHN will review and make recommendations to the UHC for final approval.
8. In cooperation with the State Homelessness Coordinator, the Utah Homelessness Council (UHC) is responsible for reviewing applications and approving funding for the provision of homeless services in the state.
9. 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 prior to the application deadline.

SUBMISSION CHECKLISTS

Pre-Application Checklist	
	Unique Entity Identifier (UEI) number (UEI Start Guide available here)
	Federal Tax ID number

Application Checklist	
	Appendix A: Grant Application Cover Sheet and Project Information
	Appendix B: Grant Application Narrative
	Appendix C: Budget
	Appendix D: Project Funding Sources
	Appendix E: Case Management Standards (to be signed by applicant)
	Appendix F: New Project Performance Measures (new projects only)
	Appendix G: FFATA Certification by Subrecipients -not required for State Agencies and Component Units of the State
	Business License or Articles of Incorporation – if applicable
	501(c)(3) Letter – if applicable
	Indirect Cost Rate Letter or Cost Allocation Plan – if applicable
	Emergency Shelter Capital Needs Assessment - if applicable for Emergency Shelter project types only
	Read Attachment E - OHS Case Management Standards and sign the application cover page that you have read and agree to abide by the standards if the project is awarded

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	

For-Profit Entity	48 CFR Part 31.2
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- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
- The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
 - Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
48. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
49. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
50. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - Allowable under applicable cost principles.
 - Not paid by the Federal Government under another award except where authorized by Federal statute.
 - In accordance with the appropriate Federal grant being matched.
 - Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
51. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
52. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
53. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature

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

54. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
55. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
56. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
57. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
58. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, GRANTEE certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the Agreement.

Attachment B
DWS-OHS FY24-FY26 State Homelessness Funding Grant
EXAMPLE SCOPE OF WORK

I. Purpose/Background

- A. Grant funding has been awarded for the purpose of providing the awarded project type, and HMIS project names as outlined by:
- 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) Other state funding sources as allocated through legislative initiatives or special Federal allocation to DWS-OHS

II. Provided Services

- A. Project must provide all services as outlined in the original application for funding, unless approved by DWS-OHS in writing. The following is the approved project type(s) and example services funded by this contract:
- 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 a HMIS Comparable Database, software costs, on-going third party contractor costs, data migration costs, and such. This does not include winter only emergency shelter projects.
 - ii) **HMIS Comparable Database (HMIS)** costs 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 migration costs, and such.
 - iii) **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 fee, client and staff transportation costs, case management, and such.
 - iv) **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, case management, and such.

- v) **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, case management, and such.
- vi) **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, case management, and such.
- vii) **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 operation costs, transportation, client and staff transportation costs, case management, and such.
- viii) **Other (Other)** projects that benefit people experiencing homelessness that absolutely do not fall under any of the other project categories listed above, including warming stations and medical respite. 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: <https://docs.google.com/document/d/1-gKHEdoxi5oyndtOpXFdAPdD-KyFudatuFSIDpkWQXw/edit>

III. Client Eligibility:

Individuals must be determined eligible for services, as outlined in agency policies and procedures. 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.

IV. **Case Management Requirements**

DWS-OHS created Case Management Standards to ensure equitable access to high quality services for all clients. The Housing First Model and outlined management standards must be followed by all projects funded by DWS-OHS. Case management standards and requirements are provided in the RFGA as Attachment E, and will be included in the final contract.

V. **Additional Responsibilities**

- A. Any deviations from the original project intent or approved application submitted to the Utah Homelessness Council (UHC) 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 any subgrantees compliance with Terms and Conditions of this grant and will provide DWS-OHS a copy of any agreements with subgrantees.
- B. GRANTEE shall follow the following training guidance:
 - i) UHMIS users must complete all training required by the UHMIS Policies and Procedures and other training deemed necessary by DWS-OHS staff.
 - ii) Full and part-time case managers and other staff who are in a case management role, regardless of title must have, or be working towards Case Manager Certification administered by the Utah Department of Health and Human Services (DHHS) unless determined exempt by DHHS. Guidelines for certification and standards are located at <https://dsamh.utah.gov/case-management>.
- C. GRANTEE must participate in the following:
 - i) Activities aligning with and supporting the Utah Homelessness Council (UHC) Statewide Strategic Plan.
 - ii) Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
 - iii) One Coordinated Entry System Training per fiscal year.
 - iv) Utah Homeless Management Information System (UHMIS): **Non-Domestic Violence Service** GRANTEE is required to enter all data elements into UHMIS that are associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standard manuals, and the State of Utah data standards. Data entered into UHMIS for this program must meet the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at <https://utahhmis.org/about/governance/>.

- v) Utah Homeless Management Information System (UHMIS): **Domestic Violence Service** GRANTEE is required to enter all data elements into an HMIS comparable database that is associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standard manuals, and the State of Utah data standards. Data entered into the agency's comparable database must meet the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Domestic Violence Service 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/>.
- vi) Annual Point-in-Time (PIT) Homeless Count.
- vii) Housing Inventory Count (HIC)
- viii) All data initiatives and other federally mandated reporting as requested by DWS-OHS.

D. GRANTEE must participate in reasonable technical assistance activities provided by DWS-OHS staff or its designees. Failure to respond to email and other correspondence from DWS-OHS and its designees within 10 business days, without reasonable cause, will be referred for grant review. A grant review may result in probation or termination of the grant.

VI. **Reporting**

- A. HMIS project names for this contract will be included in the final grant Scope of Work.
- B. Participation in statewide data collection efforts by DWS-OHS is required. GRANTEE must provide accurate data entry into UHMIS, or comparable database if a Victim Service provider, within 5 days of client interactions, to support the System Performance Measures reflected in the application for this grant. OHS will provide report templates for any data not reported through UHMIS with sufficient notice of the information or data required.
- C. Case management plans should be created and entered into UHMIS or a comparable database within 5 days of enrollment, or engagement for street outreach, in the project.
- D. All data entered into UHMIS 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 GRANTEES' knowledge and ability.

- E. Performance data will be evaluated at least quarterly on the following schedule:
- i) First Quarter: Due October 15 for the time period of July 1 – September 30
 - ii) Second Quarter: Due January 15 for the time period of October 1 – December 31
 - iii) Third Quarter: Due April 15 for the time period of January 1 – March 31
 - iv) Fourth Quarter: Due July 15 for the time period of April 1 – June 30
 - v) Full Year: The full year's data will be pulled at the same time as the fourth quarter report and due July 15. In addition, a narrative report will be required after completion of the grant.

VII. **Outcomes**

A. Performance measures are based upon previous fiscal year HMIS data. Actual performance benchmarks will be provided in the first quarterly report. Outcomes will be reporting using the HMIS quarterly reports provided by DWS-OHS. Outcomes for each grant will be negotiated between GRANTEE and DWS-OHS staff. All projects that serve clients directly will have performance measures that are approved by UHMIS. Example measures 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 exit homelessness to permanent housing destinations and return 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 remain 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 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 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 project start date and housing move-in date
 2. Number of participants who were exited without 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 project start date and housing move-in date
 2. Number of participants who were exited without 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 who exited to temporary & 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 projects services

VIII. **Budget**

A. Invoicing for Reimbursement:

- i) Adhere to the approved budget set forth in Attachment C – Budget
- ii) Claims for reimbursement of expenditures will be submitted online no less than quarterly through WebGrants 3. The URL for WebGrants 3 is:
<http://webgrants.utah.gov>
- iii) Claims must be submitted on a cost reimbursement basis with attached supporting documentation.
- iv) Changes to the budget must be approved by DWS-OHS prior to the expenditure date, unless authorized by DWS-OHS.

ATTACHMENT C

Department of Workforce Services Office of Homeless Services Eligible Expense Guide



This document is to be used in conjunction with HUD's Program Components Quick Reference:
<https://files.hudexchange.info/resources/documents/ESG-Program-Components-Quick-Reference.pdf>

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Category I - Indirect Costs

NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA), the NICRA must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate.

Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

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

Category II - Direct Administrative Expenses

Staff **AND** activities are only allowed in this category if they do not provide services directly to a client or to a staff member providing direct service. This includes admin staff that provide accounting services for a specific project or high-level leadership staff. **Category II cannot be claimed if Category I is also being claimed.**

Salaries

Amounts paid to administrative employees who are in positions of a permanent nature or hired temporarily.

- Wages
- Vacation PTO
- Sick PTO
- Overtime
- Staff Incentive - must be first approved by DWS-OHS Fiscal Analyst

Fringe Benefits

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

- FICA/Payroll Tax (Social Security & Medicare)
- Workers Compensation
- Employee insurance such as group medical, dental, and such (this **DOES NOT** include Program Insurance)

Communications

Communication expenses that are connected to administrative activities.

- Phone
- Internet

Equipment

Tangible, non-expendable, personal property for administrative staff, having a useful life of more than one year, over \$5,000 (per individual item) has to be reviewed by OHS staff and must include a detailed business case. Equipment purchases that fall under \$5,000 can be subject to further review and requests of additional documentation upon submission of an invoice.

- Office furniture
- Technology related equipment: servers, monitors, computers, tablets, and such

Program Insurance

Expenditures for all types of insurance coverage that are tied to administrative level costs.

- This category **DOES NOT** include insurance for employee benefits
- Property (the loss of or damage to property owned or leased from fire, theft, storm, and such)
- Liability (loss caused by administrative staff and employees due to accident or neglect; judgments awarded against the agency or its officers)

Agency Space Costs

Amounts paid for the payment and ongoing maintenance of administrative space within the agency's building(s).

- Leasing/loan payments for buildings or offices that are tied to administrative staff
- Cost of ongoing regular maintenance performed by agency staff of administrative space
- One-time maintenance costs of administrative space that is not a part of an ongoing regularly contracted service

Agency Utilities

Expenditures for the administrative portion of utility services supplied by public or private organizations.

- Water, sewer, trash, electric, gas

Professional Development & Training

Services supporting the professional and technical development of administrative personnel.

- Course and conference registration fees
- Airfare and ground transportation for conference
- Lodging and meals

Professional Fees & Contract Services

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

- Outsourced Accounting Services

Supplies

Tangible personal property other than those described in the definition of equipment in this section. Items used for administrative activities that are normally consumed within one year and

do not retain their original shape and appearance. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life.

- Office supplies: pens, paper, envelopes, file folders, ink cartridges, flyers, and such.

Travel & Transportation

Transportation costs that are tied to administrative activities.

Category III - Project Expenses

Salaries

Amounts paid to employees who are in positions of a permanent nature or hired temporarily.

- Wages
- Vacation PTO
- Sick PTO
- Overtime
- Insurance or other stipends paid directly to employees as salary
- Staff Incentive - must be first approved by DWS-OHS Fiscal Analyst

Fringe Benefits

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

- FICA/Payroll Tax (Social Security & Medicare)
- Workers Compensation
- Employee insurance such as group medical, dental, and such (this **DOES NOT** include Program Insurance)

Client Rent and Arrears Payments

Project-based, sponsor-based or tenant-based assistance provided on behalf of a program participant for rent payment. Does not include application fees or deposit.

- Short-Term Rental Assistance – up to 3 months
- Medium-Term Rental Assistance – 4 to 24 months
- Payment of Rental Arrears – One-time payment up to 6 months, including any late fees on those arrears
- Any Combination of the three types of rental assistance above – total not to exceed 24 months during any 3 year period, including any payment for last month's rent

Client Deposit, Application Fees, and Utility Assistance

Assistance may be provided to a program participant outside of direct rental assistance.

Includes moving costs and utility deposits.

- Rental application fees
- Security deposits
- Last month's rent
- Utility deposit

- Utility payment
- Moving costs

Client Services

Includes any cost paid directly on behalf of the client.

- Activities to locate, identify, and build relationships with homeless people
- Engage with homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs, mainstream social services, and housing programs
- Cost of assessing housing and service needs
- Arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
- Education services
- Employment assistance and job training
- Outpatient health services
- Legal services
- Legal representation
- Credit repair
- Life skills training
- Mental health services
- Substance abuse treatment services
- Transportation – client cab vouchers, bus vouchers, and such

Hotel/Motel Payments

Previously categorized as client vouchers. Hotel or motel voucher for a family or individual.

Conference Attendance and Staff Training/Development

Services supporting the professional and technical development of program personnel, including instructional, administrative, and service employees.

- Course and conference registration fees
- Airfare and ground transportation for conference
- Lodging and meals

Professional Fees & Contract Services

Previously Professional Development & Training. Ongoing costs that are contracted out to a third party on a regular basis.

- Leasing a copier from another company
- Pest control
- Third-party security
- Specialized maintenance, such as plumber, electrician, and such.
- Legal services
- Accounting services
- Audit services

Program Space Costs

Amounts paid for the payments and ongoing maintenance of the agency's building(s).

- Leasing/loan payments for buildings or offices
- Cost of ongoing regular maintenance performed by agency staff
- One-time maintenance costs that are not part of an ongoing regularly contracted service

Program Insurance

Expenditures for all types of insurance coverage tied to program activities.

- This category **DOES NOT** include insurance for employee benefits
- Property (the loss of or damage to property owned or leased from fire, theft, storm, and such)
- Liability (loss caused by school board members and their employees due to accident or neglect; judgments awarded against the agency or its officers)
- Premiums for fidelity bonds that guarantee against losses resulting from the actions of the treasurer, employees, or other persons of the agency

Program Supplies, Space Utilities, Internet, and Such

Previously three categories: Program Supplies, Program Utilities, and Communication. Items of an expendable nature that are consumed, worn out, or deteriorated in use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances. Items that individually exceed the capitalization threshold established by the agency. Does not include program equipment.

- Office supplies: pens, paper, envelopes, file folders, ink cartridges, flyers, and such
- Water, sewer, trash, electric, gas
- Internet
- Phone

Program Equipment

Tangible, non-expendable, personal property having a useful life of more than one year, over \$5,000 (per individual item) has to be reviewed by DWS-OHS staff and must include a detailed business case. Equipment purchases that fall under \$5,000 can be subject to further review and requests of additional documentation upon submission of an invoice.

- Office furniture
- Technology related equipment: servers, monitors, computers, tablets, and such

Program Transportation

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

- Vehicle **leasing**
- Mileage reimbursement
- Agency vehicle insurance and maintenance
- **DOES NOT** include costs for client cab vouchers, bus vouchers, and such

Sub-awards

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



ATTACHMENT D
State of Utah
Department of Workforce Services
**FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

Instructions: Complete the *Subrecipient Information, Certification* and additional applicable information below. **Certification on page two is only required to be completed on the initial award.** For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: _____

Federal Award Identification Number (FAIN): _____

Federal Awarding Agency: _____

Federal Award Issue Date: _____ Is Federal Award for R&D? ☐ YES ☐ NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: _____

Project name and description:

Start date of award: _____ End date of award: _____

Amount of federal funds obligated by this action: _____

Total amount of federal funds obligated: _____

Total amount of the federal award committed: _____

Subrecipient has a: Federal NICRA: ☐ Yes ☐ No **-OR-** de Minimis: ☐ Yes ☐ No

Indirect Cost Rate: _____

Indirect Cost Rate Base:

SUBRECIPIENT INFORMATION

UEI number: _____

Name of Subrecipient: _____

Business Address: _____

City: _____ State: _____ Zip+4: _____

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

CERTIFICATION BY THE SUBRECIPIENT

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

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

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

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 includes, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT 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

APPENDIX A		
GRANT APPLICATION COVER SHEET & PROJECT INFORMATION		
DWS-OHS FY24-FY26 STATE HOMELESSNESS FUNDING RFGA		
ORGANIZATION LEGAL NAME: _____		
PROJECT NAME: _____		
ORGANIZATION ADDRESS: _____		
CITY: _____	STATE: _____	ZIP: _____
FEDERAL TAX ID #: _____		VENDOR #: _____
UNIQUE ENTITY IDENTIFIER (UEI) #: _____		
ORGANIZATION TYPE: <div style="display: flex; justify-content: space-between;"> INDIVIDUAL/SOLE PROPRIETOR GOVERNMENT AGENCY </div> <div style="display: flex; justify-content: space-between;"> NON-PROFIT (ATTACH 501(c)(3) LETTER) </div>		
EXECUTIVE DIRECTOR OR EQUIVALENT (PERSON AUTHORIZED TO SIGN AWARDED GRANT)		
NAME: _____		POSITION: _____
ADDRESS: _____		
CITY: _____	STATE: _____	ZIP CODE: _____
PHONE: _____	EMAIL: _____	
GRANT ADMINISTRATOR (IF DIFFERENT FROM ABOVE)		
NAME: _____		POSITION: _____
ADDRESS: _____		
CITY: _____	STATE: _____	ZIP CODE: _____
PHONE: _____	EMAIL: _____	
FINANCIAL ADMINISTRATOR (IF APPLICABLE)		
NAME: _____		POSITION: _____
ADDRESS: _____		
CITY: _____	STATE: _____	ZIP CODE: _____
PHONE: _____	EMAIL: _____	
PROJECT INFORMATION		
SECTION A: PROJECT INFORMATION		
THIS PROJECT IS (PLEASE CHECK ONE):		
EXISTING PROJECT FUNDED BY OHS IN FY23		NEW PROJECT
EXISTING PROJECT NOT FUNDED BY OHS IN FY23		
PROJECT TYPE:		
EMERGENCY SHELTER	RAPID REHOUSING	
HMIS COMPARABLE DATABASE	STREET OUTREACH	
HOMELESS PREVENTION	TRANSITIONAL HOUSING	
PERMANENT SUPPORTIVE HOUSING	OTHER	
DOMESTIC VIOLENCE SERVICE PROVIDER (DVSP):		YES NO
IF YES, USING A HMIS COMPARABLE DATABASE?		YES NO

LOCATED IN WHICH LOCAL HOMELESS COUNCIL (LHC):
(OR SERVICE AREA IF NON-SITE BASED PROJECT)

SECTION B: PROJECT SERVICES

WHICH OF THE FOLLOWING DOES THE PROJECT PRIMARILY FOCUS ON? (CHECK ALL THAT APPLY)

DIVERTING HOMELESS OR IMMINENTLY HOMELESS INDIVIDUALS AND FAMILIES FROM EMERGENCY SHELTERS BY PROVIDING BETTER HOUSING-BASED SOLUTIONS.

MEETING THE BASIC NEEDS OF HOMELESS INDIVIDUALS AND FAMILIES IN CRISIS SERVICES.

DECREASING THE STATE'S HOMELESS RATE.

IMPLEMENTING A COORDINATED ENTRY SYSTEM WITH CONSISTENT ASSESSMENT TOOLS TO PROVIDE APPROPRIATE AND TIMELY ACCESS TO SERVICES FOR HOMELESS INDIVIDUALS AND FAMILIES.

PROVIDING ACCESS TO CASEWORKERS OR OTHER INDIVIDUALIZED SUPPORT FOR HOMELESS INDIVIDUALS AND FAMILIES.

ENCOURAGING EMPLOYMENT AND INCREASED FINANCIAL STABILITY FOR INDIVIDUALS AND FAMILIES BEING DIVERTED FROM OR EXITING HOMELESSNESS.

CREATING ADDITIONAL AFFORDABLE HOUSING FOR STATE RESIDENTS.

PROVIDING SERVICES AND SUPPORT TO PREVENT HOMELESSNESS AMONG AT-RISK INDIVIDUALS AND ADULTS.

PROVIDING SERVICES AND SUPPORT TO PREVENT HOMELESSNESS AMONG AT-RISK CHILDREN, ADOLESCENTS, AND YOUNG ADULTS.

PREVENTING THE RECURRENCE OF HOMELESSNESS AMONG INDIVIDUALS AND FAMILIES EXITING HOMELESSNESS.

PROVIDING MEDICAL RESPITE CARE FOR HOMELESS INDIVIDUALS WHERE THE HOMELESS INDIVIDUALS CAN ACCESS MEDICAL CARE AND OTHER SUPPORTIVE SERVICES.

WHICH OF THE FOLLOWING SUBPOPULATION(S) WILL YOUR PROJECT SERVE? (CHECK ALL THAT APPLY)

FAMILIES WITH CHILDREN

TRANSITIONAL-AGED YOUTH

SINGLE ADULTS

VETERANS

VICTIMS OF DOMESTIC VIOLENCE

INDIVIDUALS WITH BEHAVIORAL HEALTH DISORDERS, INCLUDING MENTAL HEALTH OR SUBSTANCE USE DISORDERS

INDIVIDUALS WHO ARE MEDICALLY FRAIL OR TERMINALLY ILL

INDIVIDUALS EXITING PRISON OR JAIL

INDIVIDUALS WHO ARE HOMELESS WITHOUT SHELTER

SECTION C: FUNDING

TOTAL GRANT FUNDS REQUESTED: _____

IS THIS PROJECT ELIGIBLE FOR FEDERAL FUNDING (ESG, TANF)? PLEASE SEE **ATTACHMENT D** FOR INFORMATION REGARDING FEDERAL REQUIREMENTS: YES NO

IF YES, ARE YOU WILLING TO ACCEPT FEDERAL FUNDS FOR THIS PROJECT?

YES

NO

SECTION E: ATTACHMENTS

REQUIRED DOCUMENTS TO ATTACH:

_____ APPENDIX B - GRANT APPLICATION NARRATIVE

_____ APPENDIX C - BUDGET NARRATIVE AND ITEMIZATION FORM

_____ APPENDIX D - PROJECT FUNDING SOURCES

_____ APPENDIX E - CASE MANAGEMENT STANDARDS

_____ APPENDIX F - NEW PROJECT PERFORMANCE MEASURES (for new projects only)

_____ APPENDIX G - FFATA Certification by Subrecipient (not required for State Agencies or Component Units of the State)

IF APPLICABLE, ATTACH:

_____ BUSINESS LICENSE OR ARTICLES OF INCORPORATION

_____ 501(c)(3) LETTER

_____ INDIRECT COST RATE OR COST ALLOCATION PLAN

_____ CERTIFICATE OF INSURANCE

EMERGENCY SHELTER PROJECT TYPES ONLY

_____ ATTACH THE MOST RECENT SHELTER CAPITAL NEEDS ASSESSMENT AND CURRENT BALANCE OF THE CAPITAL RESERVE ACCOUNT

_____ IF NONE EXISTS, PLEASE ATTACH EXPLANATION OF HOW CAPITAL NEEDS ARE BEING ADDRESSED

BY COMPLETING THIS APPLICATION, APPLICANT CERTIFIES
THAT ALL INFORMATION PROVIDED IN THIS FORM IS
COMPLETE AND ACCURATE.

APPENDIX B
GRANT APPLICATION NARRATIVE
FY24-FY26 STATE HOMELESSNESS FUNDING RFGA

ORGANIZATION NAME: _____
PROJECT NAME: _____

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

1) Please provide a detailed summary of the project, including specific partnerships or subgrantees, how the project will provide the intended services, and the plan for long term project sustainability.

2A) Which of the State Strategic Plan goals does the project contribute towards?

(Select all that apply)

Goal 1: Increase accessible and affordable permanent housing opportunities for people experiencing homelessness across the state.

Goal 2: Increase access to and availability of supportive services and case management for people experiencing and at risk of homelessness.

Goal 3: Expand homeless prevention efforts by increasing coordination, resources, and affordable housing opportunities.

Goal 4: Target housing resources and supportive services to people experiencing unsheltered homelessness.

Goal 5: Promote alignment and coordination across multiple systems of care to support people experiencing and at risk of homelessness.

2B) Please describe in detail how your project contributes toward the goal(s) selected above.

3) Describe your project's level of participation in the LHC coordinated entry process.

4) Please describe how the project will operate or continue to operate if this funding is not awarded.

EMERGENCY SHELTER PROJECTS ONLY

5) Describe how the project will meet the long-term needs of the facility's upkeep and maintenance to ensure ongoing operations. If hotel/motel, please put N/A.

Appendix C: Budget
DWS Office of Homeless Services
Budget Narrative and Itemization Form
July 1, 2023-June 30, 2024

Agency:	
HMIS Project Name:	
HMIS Project Type:	
Project Funding Request Amount:	

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.

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

APPENDIX D	
PROJECT FUNDING SOURCES	
Organization:	
Project Name:	
Total Project Cost for one fiscal year:	
Include all funding sources, both current and projected, for this project to operate for one fiscal year. Include funding being requested in this application in the sources list.	
Funding Source	Amount for one fiscal year
Private Donors, including private foundations	
Religious Affiliations	
Federal Funding	
State Funding	
County Funding	
City Funding	
Other	
If other is selected, please list explanation below	

APPENDIX E

CASE MANAGEMENT STANDARDS

ALL PROJECT REQUIREMENTS

The Housing First Model must be followed with all projects funded by DWS-OHS. It is not acceptable to require participation in case management services, however case management must continually engage with project participants and offer case management services. It is important to note that the purpose of any case management should be to engage the project participant. Additionally, a project participant must not be evicted from, or terminated from, the project for failure to meet with the case manager.

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 within 7 calendar days of enrollment, or date of engagement, in the project. Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time.

BASELINE DEFINITION

A case manager supports the client in addressing their physical, psychological and social needs and helps them obtain or maintain housing. Case management is the process of collaborating with the person or household experiencing homelessness to identify their current needs and implement a plan to address those needs. Case managers are responsible for helping create plans that must include how the client will obtain or maintain stable housing. Plans could also include employment needs, mental and physical health needs, transportation, crisis needs, and so forth.

RRH/PREVENTION CASE MANAGEMENT

All individuals enrolled in a rapid rehousing or prevention project must have access to case management. Required case management plans must assess the client's ability to assume rent after the end of assistance, working to increase all available

sources of income, and long-term connections to mental and physical health supports, transportation, and other needs for housing stability.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. While monthly meetings are the foundation of effective case management, it is required that projects provide adequate interim support throughout the client's enrollment. Case management meetings could take place in the project participant's home or could take place elsewhere, such as an office location or over the phone. Projects should maintain flexible case management schedules as required by project needs.

TRANSITIONAL HOUSING CASE MANAGEMENT

All individuals enrolled in a transitional housing project must have access to case management. Required case management plans must support the client's goals of securing housing after the end of the transitional housing project. Case management plans will also support the project participant to increase all available sources of income, long-term connections to mental and physical health supports, transportation, and other needs for housing stability.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. While monthly meetings are the foundation of effective case management, it is required that projects provide adequate interim support throughout the client's enrollment. Case management meetings could take place in the project participant's home or could take place elsewhere, such as an office location or over the phone. Projects should maintain flexible case management schedules as required by project needs.

PSH CASE MANAGEMENT

All individuals enrolled in a permanent supportive housing project must have a case management plan to help clients achieve long term goals and retain permanent housing. Case management plans should explore move on strategies that address the individual needs of the client. Case managers must help facilitate relationships building between their landlord and fellow tenants.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify case management plans. While monthly meetings are the foundation of effective case management, it is required that projects provide adequate interim support throughout the client's enrollment. Case managers must assist residents in obtaining long term stable sources of income including but not limited to mainstream benefits and earned income. Projects should maintain flexible case management schedules as required by project needs. Case management meetings should take place in a clients apartment when possible.

EMERGENCY SHELTER

All individuals enrolled in an emergency shelter project must have access to case management. Required case management plans primarily support the client's goals of securing housing as quickly as possible. Case management plans could also include goals related to increasing all available sources of income, long-term connections to mental and physical health supports, transportation, and other needs for housing stability when appropriate and desired by the client. Effective case management is required to provide adequate support throughout the client's enrollment and should be provided weekly. Additionally, case managers are expected to at least monthly review, monitor, and modify case management plans. Projects should maintain flexible case management schedules as required by project needs.

STREET OUTREACH

All individuals enrolled in an emergency shelter project must have access to case management. Required case management plans primarily support the client's goals of securing more stable housing as quickly as possible. This may include plans to temporarily stay with friends or family or entering an appropriate residential project, such as emergency shelter or a healthcare facility.

Case management plans could also include goals related to increasing all available sources of income, long-term connections to mental and physical health supports, transportation, and other needs for housing stability when appropriate and desired by the client. Effective case management is required to provide adequate support throughout the client's enrollment and should be attempted weekly. Additionally, case managers are expected to engage with clients at least monthly to review,

monitor, and modify case management plans. Projects should maintain flexible case management schedules as required by project needs.

The applicant has read and understands the case management standards mentioned in this document.

Signature

Date

APPENDIX F

FY24-26 State Homelessness Funding New Project Performance Measures

New projects that did not receive State Homelessness Funding in FY23 must complete the applicable section below

Performance Measures For All Project Types	Goal for FY24
Number of clients served	
Number of households served	
Number of project leavers (participant project exits)	
Number of participants who exited to a permanent destination	
Performance Measures For Emergency Shelter Projects Only	Goal for FY24
Length of time persons remain homeless (in days)	
Number of households to engage with diversion conversations	
Number of households to be diverted from shelter	