



DEPARTMENT OF
**WORKFORCE
SERVICES**

Request for Grant Applications

Grant Name: Attainable Housing Grant

Solicitation Number: 24-DWS-S006

Funding Source: State of Utah General Fund

Grant Period of Performance: 10/1/2023 – 6/30/2039

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

Due Date

1. Letter of Intent (REQUIRED) Due Date: 7/5/2023
 - [Link to Letter of Intent](#)
 2. Application Due Date: 7/17/2023
 - [Link to Submit Grant Application Cover Sheet](#)
-

Other Important Dates

1. Pre-Proposal Meeting: Wednesday, June 21, 11:00 a.m.
meet.google.com/fae-jboy-ver
or by phone (US) +1 318-652-8697 PIN: 493 607 093#
2. Questions period closes 7/12/2023.
 - [Link to Submit Questions](#)
 - [Q&A Posting](#)
3. Anticipated Award Date: August 2023

Background

In the 2023 General Legislative Session, the Utah Department of Workforce Services, Office of Homeless Services (DWS-OHS) was awarded \$5,000,000 of ongoing funding to create the Attainable Housing Grants (AHG) program.

Description of Grant

Through the AHG program, approximately 400 units of deeply affordable housing will be provided monthly rental subsidy which will allow the property to target funding to households that earn 30% or less of Area Median Income (AMI). Clients served by these AHG subsidized units are required to have access to case management supportive services provided by the project. Supportive case management service costs are not paid directly through the AHG program.

Funding Distribution Formula

Statewide funding distribution as follows:

- 50% to counties of the First Class (Salt Lake County)
 - 30% to all counties of the Second Class (Utah, Davis, Weber, Washington)
 - 20% to all other counties
-

If funding remains after all qualified projects have been considered by the review committee for a specific county class, funding will be distributed to other qualified projects in any county. All allocations are subject to approval by the Utah Homeless Council.

Eligibility Requirements

- Proposed AHG program can only provide rental subsidy for units dedicated to serving individuals at or below 30% of AMI.
- Households assisted with AHG must pay 30% of their income towards rent.
- Designated units must be in projects located in Utah.
- All AHG designated units must be provided supportive case management services.

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 responses to the Application requirements.

Post Award Document Requirements

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

1. Proof of Insurance

Funding will be awarded conditionally. All funding sources must be secured and the project must complete construction before Attainable Housing Grant funding will be available to grantees.

Appendices

Appendix I:	Grant Application Cover
Appendix II:	Grant Application Narrative
Appendix III:	Subsidy Request and Unit Breakdown
Appendix IV:	DWS-OHS Case Management Standards
Appendix V:	Coordinated Entry Process Participation Verification

Attachments

Attachment A:	DWS Grant Terms and Conditions
Attachment B:	Scope of Work
Attachment C:	Case Management Services Plan Template
Attachment D:	Criminal Background Check Requirement
Attachment E:	Code of Conduct
Attachment F:	Non-Disclosure Agreement
Attachment G:	Evaluation Score Sheet

Contacts

- Contract Owner: Russell Goodman, russellgoodman@utah.gov, 801-231-1339
- Contract Analyst: April Gardner, acgardner@utah.gov, 801-526-9345

Submission Instructions

1. Prior to filling out the online application, complete and compile the following documents which will be attached to [Appendix I - Grant Application Cover Sheet](#) during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix II – Grant Application Narrative
 - ii. Appendix III – Subsidy Request and Unit Breakdown (must also be emailed to OHSRFGA@utah.gov)
 - iii. Appendix IV – DWS-OHS Case Management Standards
 - iv. Appendix V – Coordinated Entry Process Participation Verification
 - b. Additional documents to be attached to the application, not provided by DWS:
 - i. 15 Year Proforma
 - ii. Case Management Services Plan – follow the template provided in Attachment C to describe the services that will be provided to clients in Attainable Housing Grant subsidized units
 - iii. Letter of Support from Local Homeless Council
 - iv. Verification of Rental Subsidy (if applicable)
 - v. MOUs/Other Partnership Agreements – if applicant has multiple combined into one document to attach
 - vi. One-Pager Example(s) of Affordable Subsidized Housing Projects in Utah currently Operated by Applicant (if applicable)
 - vii. Evidence of Site Control (if applicable)
 - viii. 501 (c)(3) Letter (if applicable)
 - ix. Business License or Articles of Incorporation (if applicable)
 - x. Insurance (not required for government entities)
2. Complete and submit the online application and attach required forms and documents.

Additional Submission Information

1. Separate applications are required for each project requesting AHG.
2. Applicant must bear the cost of preparing and submitting the 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 not be considered complete 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. Applicant must respond within the time period provided in the request.
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.

Budget

1. Funding will be distributed on a cost reimbursement basis.
 - a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
 - b. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes and reporting.

Question and Answer

1. Question and Answer period closes on date and time specified on the cover page.
2. Questions must be submitted through the link provided on the cover page, during the Question and Answer period.
3. Answers will be posted on <https://jobs.utah.gov/department/rfg/index.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.

Evaluation and Award

1. Grant applications will be evaluated on a competitive basis.
2. Applicants must be available for questions or clarification during the grant review period.
3. Applicants must be available for presentations upon request.
4. Applications may score a maximum of 180 points, including any priority points. Applications scoring below 105 may not be considered.
5. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
6. DWS may award partial grants.
7. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
 - a. Awards may be determined to ensure statewide services.
8. Organizations previously receiving funding from DWS should be in good standing to be considered for a Grant.
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 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	
<input type="checkbox"/>	Letter of Intent, due at the date and time specified on the cover page

Application Checklist	
<input type="checkbox"/>	Complete Appendix I: Grant Application Cover Sheet , including attachments
<input type="checkbox"/>	Appendix II: Grant Application Narrative
<input type="checkbox"/>	Appendix III: Subsidy Request and Unit Breakdown – <i>also email to OHSRFGA@utah.gov</i>
<input type="checkbox"/>	Appendix IV: DWS-OHS Case Management Standards
<input type="checkbox"/>	Appendix V: Coordinated Entry Process Participation Verification
<input type="checkbox"/>	15 Year Proforma
<input type="checkbox"/>	Case Management Services Plan – <i>follow template provided in Attachment C</i>
<input type="checkbox"/>	Letter of Support from Local Homeless Council
<input type="checkbox"/>	Verification of Rental Subsidy – <i>if applicable</i>
<input type="checkbox"/>	MOUs / Other Partnership Agreements – <i>if multiple, combine to attach</i>
<input type="checkbox"/>	One-Pager Example(s) of Affordable Subsidized Housing Projects currently Operated by Applicant – <i>if applicable</i>
<input type="checkbox"/>	Evidence of Site Control – <i>if applicable</i>
<input type="checkbox"/>	501(c)(3) Letter – <i>if applicable</i>
<input type="checkbox"/>	Business License or Articles of Incorporation – <i>if applicable</i>
<input type="checkbox"/>	Insurance – <i>not required for Government Entities</i>



APPENDIX I

Grant Application Cover Sheet

Attainable Housing Grant

Solicitation # 24-DWS-S006

Organization Legal Name			
Address			
Federal Tax ID #		Unique Entity Identifier (UEI) #	
Vendor # (if known)		Organization Type	
Project within area of Local Homeless Council (LHC)			

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

Name: _____ Position: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

PROJECT CONTACT (if different from above)

Name: _____ Position: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

FINANCIAL CONTACT

Name: _____ Position: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

NAME OF DEVELOPMENT PARTNER, IF DIFFERENT THAN APPLICANT

Name: _____

Website: _____

SECTION B: PROJECT INFORMATION	
NAME OF THE PROJECT	
PHYSICAL ADDRESS OF THE PROJECT	
TOTAL NUMBER OF UNITS IN THE PROJECT	
TOTAL NUMBER OF UNITS THAT ATTAINABLE HOUSING GRANT IS BEING REQUESTED TO SUPPORT (Only units dedicated to serving households at or below 30% Area Median Income (AMI) are eligible for a subsidy)	
MONTHLY RENTAL RATE FOR UNITS BEING SUPPORTED WITH ATTAINABLE HOUSING GRANT (Full rent amount, including portion that will be subsidized by the grant)	
ANNUAL AMOUNT OF ATTAINABLE HOUSING GRANT SUBSIDY REQUESTED (e.g. Estimated 10 units will need a rental subsidy of \$1,000 per month, \$120,000 annual amount requested)	
TOTAL NUMBER OF UNITS IN THE PROJECT THAT ARE RESTRICTED TO HOUSEHOLDS EARNING 30% OR LESS OF AMI	
TOTAL NUMBER OF UNITS IN THE PROJECT DEDICATED TO INDIVIDUALS EXPERIENCING LITERAL HOMELESSNESS (HUD DEFINITION 24 CFR 576)	
<i>INFORMATION REGARDING UNIT SIZE AND BREAKDOWN MUST BE PROVIDED IN APPENDIX III: SUBSIDY REQUEST AND UNIT BREAKDOWN. IN ADDITION TO ATTACHING BELOW, APPLICANTS MUST SUBMIT THE EXCEL ATTACHMENT BY EMAIL TO OHSRFGA@UTAH.GOV.</i>	
DATE THAT PROJECT WILL BE OPERATIONAL AND ACCEPTING APPLICATIONS FOR HOUSEHOLDS AT OR BELOW 30% AMI.	
TOTAL PROJECT ACQUISITION/CONSTRUCTION/REHABILITATION OR CONVERSION CAPITAL COST. IF AN EXISTING PROPERTY, USE N/A.	
IS THE APPLICANT ALSO APPLYING FOR DEEPLY AFFORDABLE HOUSING GRANTS FOR THIS PROJECT? <input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THE APPLICANT ALSO APPLYING FOR LOW INCOME HOUSING TAX CREDITS IN THE UPCOMING ROUND FOR THIS PROJECT? <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, INDICATE IF THE APPLICANT IS APPLYING UNDER 4%, 9%, PSH SET-ASIDE, AND/OR STATE CREDITS.	
OTHER RENTAL SUBSIDY UTILIZED IN THE PROJECT, INCLUDING AMOUNT, NUMBER OF UNITS, AND DATE OF AWARD.	

SECTION C: ATTACHMENTS

DWS FORMS TO PREPARE AND ATTACH:

_____ **APPENDIX II: GRANT APPLICATION NARRATIVE**

_____ **APPENDIX III: SUBSIDY REQUEST AND UNIT BREAKDOWN** – must also be emailed to OHSRFGA@utah.gov

_____ **APPENDIX IV: DWS-OHS CASE MANAGEMENT STANDARDS** (signed)

_____ **APPENDIX V: COORDINATED ENTRY PROCESS PARTICIPATION VERIFICATION** (signed)

ADDITIONAL DOCUMENTS TO ATTACH:

_____ **15 YEAR PROFORMA**

_____ **CASE MANAGEMENT SERVICES PLAN** – Follow the template provided in Attachment C to describe the services that will be provided to clients in Attainable Housing Grant subsidized units

_____ **LETTER OF SUPPORT FROM LOCAL HOMELESS COUNCIL**

_____ **VERIFICATION OF RENTAL SUBSIDY** – if applicable

_____ **MOUS/OTHER PARTNERSHIP AGREEMENTS** – if applicant has multiple combined into one document to attach

_____ **ONE-PAGER EXAMPLE(S) OF AFFORDABLE SUBSIDIZED HOUSING PROJECTS IN UTAH CURRENTLY OPERATED BY APPLICANT** – if applicable

_____ **EVIDENCE OF SITE CONTROL** – if applicable

_____ **501(C)(3) LETTER** – if applicable

_____ **BUSINESS LICENSE OR ARTICLES OF INCORPORATION** – if applicable

_____ **CERTIFICATE OF INSURANCE** – not required for government entities



APPENDIX II

Grant Application Narrative

Attainable Housing Grant

Solicitation # 24-DWS-S006

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

1. PROJECT OVERVIEW – Provide a detailed overview of the project.

2. VULNERABLE POPULATIONS SERVED – What specific vulnerable populations will the project serve outside of those with extremely low incomes? Outline why this population was selected and how the project will address the needs of the specific population. (e.g. survivors of domestic violence, families experiencing homelessness, seniors, individuals with substance use disorder, individuals with severe and persistent mental illness, youth, reentry from incarceration, etc.)

3. AFFORDABLE HOUSING OPERATION EXPERIENCE – Describe the applicant’s and/or development partner’s experience with subsidized housing operation. If the applicant is currently managing subsidized housing projects in Utah, attach example one-pager(s) to the Grant Application Cover.

4. LHC COORDINATION – Describe the steps the applicant has taken to coordinate with the Local Homeless Council (LHC) in determining the number and amount of attainable housing grants being applied for. A letter of support from LHC with specific details on how the project will further the LHC’s strategic plan goals must be attached to the Grant Application Cover.

5. OTHER SOURCES OF RENTAL SUBSIDY – Describe steps the applicant has taken to secure other sources of project based rental subsidy for the project.

APPENDIX III - Subsidy Request and Unit Breakdown
Office of Homeless Services - Attainable Housing Grant Program
Please fill each blue cells on all three tabs at the bottom of the spreadsheet

Applicant name:

Project name:

Project address:

Number of Attainable Housing Grant units to be subsidized:

Amount of Annual Subsidy Required:

Project unit breakdown:

Total units in project

Number of units dedicated to households between 31% and 60% AMI:

Number of units dedicated to households at or below 30% AMI:

Number of units dedicated to households experiencing literal homelessness:

Number of units dedicated to survivors of domestic violence or sex trafficking:

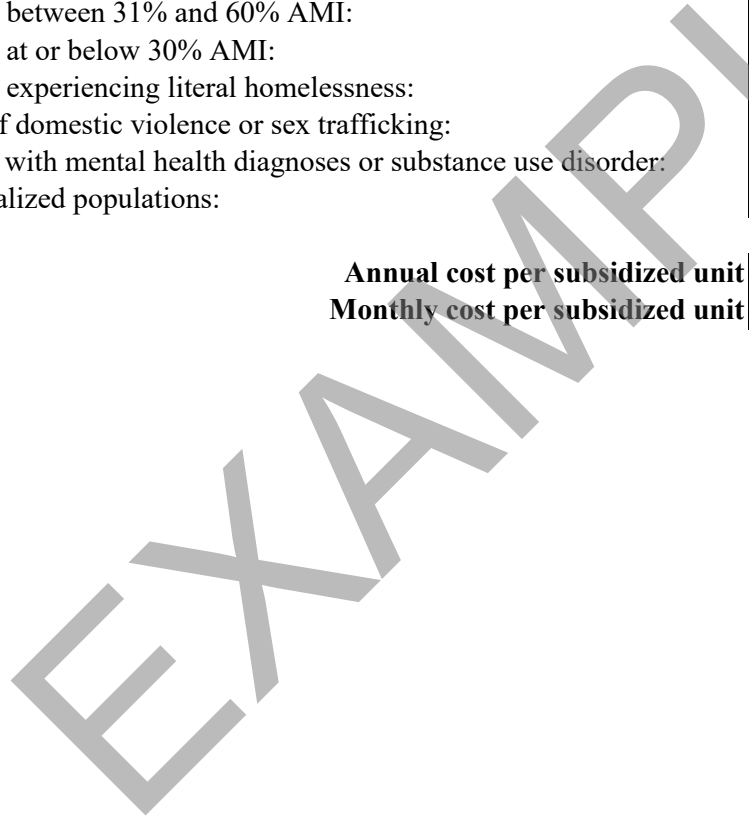
Number of units dedicated to individuals with mental health diagnoses or substance use disorder:

Number of units dedicated to other specialized populations:

0 Bed	1 Bed	2 beds	3 beds	4+ beds	Total
					0
					0
					0
					0
					0
					0
					0

Annual cost per subsidized unit

Monthly cost per subsidized unit



Total Operating Expenses for Fiscal Year 1*

*Proforma required to be attached to application. Please use the first year operating expenses outlined there

Operating Costs per unit

Permanent Debt Servicing

Loan 1
Interest Rate
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Service

Loan 2
Interest Rate
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Service

Loan 3
Interest Rate
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Service

Loan 4
Interest Rate
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Service

Loan 5
Interest Rate
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Service

Total Annual Debt Service

Forgivable Loan/Grants

Loan/Grant 1
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Servicing Fee
Date Loan is forgiven. For Grants, enter N/A

Forgivable Loan/Grants

Loan/Grant 1
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Servicing Charge
Date Loan is forgiven. For Grants, enter N/A

Forgivable Loan/Grants

Loan/Grant 1
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Servicing Charge
Date Loan is forgiven. For Grants, enter N/A

Forgivable Loan/Grants

Loan/Grant 1
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Servicing Charge
Date Loan is forgiven. For Grants, enter N/A

Forgivable Loan/Grants

Loan/Grant 1
Term (In Years)
Amortization Length (In Years)
Loan Amount
Annual Debt Servicing Charge
Date Loan is forgiven. For Grants, enter N/A

*If existing project, please leave blank

Awarded Development Funding Sources

Amount	
Funder Name	
Date Awarded	

Amount	
Funder Name	
Date Awarded	

Amount	
Funder Name	
Date Awarded	

Amount	
Funder Name	
Date Awarded	

Amount	
Funder Name	
Date Awarded	

Amount	
Funder Name	
Date Awarded	

Amount	
Funder Name	
Date Awarded	

Pending Development Funding Sources

Amount	
Funder Name	
Date Applied	

Amount	
Funder Name	
Date Applied	

Amount	
Funder Name	
Date Applied	

Amount	
Funder Name	
Date Applied	

Amount	
Funder Name	
Date Applied	

Amount	
Funder Name	
Date Applied	

Amount	
Funder Name	
Date Applied	

EXAMPLE

APPENDIX IV DWS-OHS CASE MANAGEMENT STANDARDS

ALL PROJECT REQUIREMENTS

The Housing First Model must be followed with all projects funded by the Department of Workforce Services, Office of Homeless Services (DWS-OHS). Project participants may not be required to participate in case management services as a condition of project participation. However, case management must continually engage with project participants and offer case management services. 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 Utah Homeless Management Information System (UHMISS) 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 UHMISS within 7 calendar days of enrollment, or date of engagement, in the project. A date of engagement is defined as the date a client becomes engaged by a street outreach or night-by-night emergency shelter in the development of a plan to address the client's situation (FY 2022 HUD HMIS Data Standards Manual). 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 the client's physical, psychological and social needs and helps the client 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.

RAPID REHOUSING (RRH)/HOMELESS PREVENTION CASE MANAGEMENT

All individuals enrolled in an RRH 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, projects must provide adequate support throughout the client's enrollment. Case management meetings may take place in the project participant's home or may 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, projects must provide adequate support throughout the client's enrollment. Case management meetings may take place in the project participant's home or may take place elsewhere, such as an office location or over the phone. Projects should maintain flexible case management schedules as required by project needs.

PERMANENT SUPPORTIVE HOUSING (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 the client's building relationships with the 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, projects must provide adequate 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 client's 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 may 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 an emergency shelter or a healthcare facility.

Case management plans may 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 these case management standards.

Signature

Date

APPENDIX V
COORDINATED ENTRY PROCESS PARTICIPATION VERIFICATION

Applicant certifies that all units provided an Attainable Housing Grant subsidy are required to participate in the local Coordinated Entry Process. This includes attending any coordinated entry meetings, prioritizing applications that are referred by coordinated entry, and working with the Local Homeless Council to best integrate into the local coordinated entry system.

Applicant will verify it satisfies this requirement during annual monitoring of the project by the Department of Workforce Services, Office of Homeless Services, or more often if questions arise regarding the project's participation in the Coordinated Entry Process.

Failure to meet this requirement will result in increased monitoring and technical assistance. Repeated failures to meet this requirement may result in reduction or cancellation of the subsidy award.

For additional information, please review:

<https://files.hudexchange.info/resources/documents/Coordinated-Entry-Core-Elements.pdf>
<https://files.hudexchange.info/resources/documents/Coordinated-Entry-Policy-Brief.pdf>
<https://www.hud.gov/sites/documents/17-01CPDN.PDF>

If applicant has any questions regarding this requirement, please contact Peggy Green (Peggygreen@utah.gov) and Russell Goodman (russellgoodman@utah.gov) prior to submitting the application.

Signature of Authorized Official: _____

Title: _____

Date: _____

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

1. DEFINITIONS:

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

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

3. CONFLICT OF INTEREST:

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

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

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

5. RELATED PARTIES:

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

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

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

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

16. MONITORING:

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

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

18. AGREEMENT TERMINATION:

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

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

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

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

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

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

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

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

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

Table 1: Cost Principles

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

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

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

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

Attachment B
SCOPE OF WORK
Attainable Housing Grants
24-DWS-S006

I. Purpose/Background

- A. In the 2023 General Legislative Session, the Utah Department of Workforce Services, Office of Homeless Services (DWS-OHS) was awarded \$5,000,000 of ongoing funding to create the Attainable Housing Grants (AHG) program. Through this program, approximately 400 units of deeply affordable housing will be provided monthly rental subsidy which will allow the property to target funding to households that earn 30% or less of Area Median Income (AMI). Clients served by these AHG subsidized units will also receive case management services provided by the project.

II. Provided Services

- A. GRANTEE must perform all tasks as approved by the Utah Homelessness Council (UHC) and DWS-OHS. Any deviations from the original project intent or funding approval 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 Subcontractors through the application process. GRANTEE is responsible for Subcontractors' compliance with the Terms and Conditions of this contract and will provide DWS-OHS a copy of any agreements with Subcontractors.
- B. Project must comply with the following restrictions:
1. Only households whose income is no more than 30% of AMI for households of the same size in the county or municipality where the project is located at move in may reside in AHG designated units.
 2. Project is maintained in a decent, safe, sanitary, and in good repair according to HUD and DWS-OHS guidance.
 3. Must provide adequate case management services to individuals residing in AHG subsidized designated units.
 4. Receive subsidy only equal to the rental amount established in application.

III. Client Eligibility

- A. All individuals who reside in AHG designated units must have income verified at 30% AMI or less at move-in. If the project outlines a specific subpopulation that will be assisted, additional verification will be required to determine eligibility.
- B. Clients in AHG designated units must pay 30% of their income towards rent.

IV. **Case Management Requirements**

- A. DWS-OHS has adopted Case Management Standards to ensure equitable access to high quality services for all clients. The Housing First Model and outlined case management standards must be followed by all projects funded by DWS-OHS. Please see 'Reporting' requirements below. 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. A project participant must not be evicted from, or terminated from, the project for failure to meet with the case manager.

V. **Additional Responsibilities**

- A. Any deviations from the original project intent or approved application submitted to the 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 ensure all personnel are in compliance with the requirements of Attachment D – Criminal Background Check Requirement, Attachment E – Code of Conduct, and Attachment F – Non-Disclosure Agreement.
- C. In all employee files GRANTEE shall maintain signed copies of Attachment F – Code of Conduct and Attachment F – Non-Disclosure Agreement.
- D. GRANTEE shall follow the following training guidance:
 1. UHMIS users must complete all training required by the UHMIS Policies and Procedures and other training deemed necessary by DWS-OHS staff.
 2. GRANTEE must complete any other trainings required by DWS-OHS.
- E. GRANTEE must:
 1. Abide by data driven housing-first principles, as defined by the OHS.
 2. Abide by the Case Management Standards as defined by the OHS and outlined in Appendix IV: DWS-OHS Case Management Standards.
 3. Perform activities aligning with and supporting the UHC Statewide Strategic Plan.
 4. Adhere to Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
 5. Participate in local coordinated entry system including attending one Coordinated Entry System Training per fiscal year, as defined by DWS-OHS
 6. Utilize 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/>.

7. Utilize 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/>.
 8. Participate in Annual Point-in-Time (PIT) Homeless Count.
 9. Participate in Housing Inventory Count (HIC)
 10. Support all data initiatives and other federally mandated reporting as requested by DWS-OHS.
- F. 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. 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.
- B. Case managers are expected to utilize UHMIS or a comparable database to record and track services and progress on plans. Case management plans should be created and entered into UHMIS or a comparable database within 7 days of enrollment, or engagement for street outreach, in the project. A date of engagement is defined as the date a client becomes engaged by a street outreach or night-by-night emergency shelter in the development of a plan to address their situation (FY 2022 HUD HMIS Data

Standards Manual). Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time.

- C. 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.
- D. Performance data will be evaluated at least quarterly on the following schedule:
 - 1. First Quarter: Due October 15 for the time period of July 1 – September 30
 - 2. Second Quarter: Due January 15 for the time period of October 1 – December 31
 - 3. Third Quarter: Due April 15 for the time period of January 1 – March 31
 - 4. Fourth Quarter: Due July 15 for the time period of April 1 – June 30
 - 5. 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. Outcomes will be reported 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:
 - 1. Number of units receiving AHG subsidy
 - 2. Number of households assisted in AHG subsidized units
 - 3. Occupancy rate for AHG subsidized units
 - 4. Number of evictions of clients in AHG subsidized units
 - 5. Destination for households evicted from AHG subsidized units
 - 6. Amount of rental subsidy required for each AHG subsidized unit
 - 7. Copy of quarterly financials for property

VIII. **Additional Expectations**

- A. All projects are expected to prioritize the ongoing cleanliness and maintenance of the facility. DWS-OHS will perform specific periodic inspections of the projects to ensure these expectations are being met and to assist GRANTEE in meeting these expectations as necessary.

IX. **Affordability Period**

- A. GRANTEE shall execute a Deed Restriction, which will run with the title to the Property and shall be binding upon the successors, assigns, lenders and beneficiaries of the parties. The Deed Restriction shall run from the date of execution of the Deed Restriction and remain in effect for no less than 20 years.

X. Budget

- A. All funding sources must be secured and the project must complete construction before Attainable Housing Grant funding will be available to GRANTEE.
- B. Invoicing for Reimbursement:
 - 1. Adhere to the approved budget set forth in Attachment C – Budget.
 - 2. Claims for reimbursement of expenditures will be submitted online through WebGrants 3. The URL for WebGrants 3 is: <http://www.webgrants.utah.gov>.
 - 3. Claims must be submitted on a cost reimbursement basis with attached supporting documentation.
 - 4. Changes to the budget must be approved by DWS-OHS prior to the expenditure date.

ATTACHMENT C

CASE MANAGEMENT SERVICES PLAN TEMPLATE

Applicant's case management services plan must follow the below structure. If case management services are being provided by a third party, this information must still be provided regarding what the third party is responsible for.

1. What is the intensity and type of case management being provided to clients, including:
 - a. Example professional credentials of individuals who would be providing case management service;
 - b. Needs of the proposed population to be served that case management will address;
 - c. Number of FTEs (full-time equivalent) and job titles for case management;
 - d. Detailed description of the services provided, including frequency, and types of services (transportation, mental health, substance use disorder, etc.);
 - e. Caseloads proposed for each case FTE case manager and justification for caseload; and
 - f. Case management model proposed.
2. How will service providers coordinate with property management to minimize returns to homelessness?
3. How will clients be able to ensure access to additional resources, if not provided directly by onsite case managers, including Substance Use Disorder, mental health treatment, and physical health care?
4. What is the annual cost of case management services? Include how the project will account for increases to labor costs over the life of the project.
5. What possible alternative funding sources does the project have access to if rental income or grant funding for case management services is lost or reduced?

ATTACHMENT D

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 E CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment includes, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT F
NON-DISCLOSURE AGREEMENT

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

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

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

Signature Date

Print Name

Attachment G

Evaluation Score Sheet

Attainable Housing Grant Solicitation 24-DWS-S006

Section 1	Grant Application Narrative:			Section Total:	65	Comments
1	PROJECT OVERVIEW - Provide a detailed overview of the project			5		
	0	3	5			
	The overview lacks detail and does not provide a clear understanding of the project	The overview provides sufficient detail to understand what the project is looking to accomplish	The overview provides a high level of detail and all parts of the project is clearly understood			
2	VULNERABLE POPULATIONS SERVED - What specific vulnerable populations will the project serve outside of those with extremely low incomes? Outline why this population was selected and how the project will address the needs of the specific population. (e.g. survivors of domestic violence, families experiencing homelessness, seniors, individuals with substance use disorder, individuals with severe and persistent mental illness, youth, reentry from incarceration, etc.)			10		
	0	5	10			
	There is not an additional population being served outside of extremely low income	A vulnerable population will be served and some detail is provided outlining why the specific population was chosen.	A vulnerable population will be served and a high level of detail is provided outlining why the specific population was chosen.			
3	AFFORDABLE HOUSING OPERATION EXPERIENCE – Describe the applicants and/or development partners experience with subsidized housing operation. If the applicant is currently managing subsidized housing projects in Utah, attach example one-pagers to the Grant Application Cover.			10		
	0	5	10			
	Applicant and/or development partner have no experience with operating a subsidized housing project or experience is with projects that have not been completed.	Applicant and/or development partner have some relevant experience with operating a subsidized housing project. One-pagers are not provided or do not provide relevant details about the completed projects.	Applicant and/or development partner have experience with operating a subsidized housing project. One pagers are provided that demonstrating comparative projects.			
4	LHC COORDINATION – Describe the steps the applicant has taken to coordinate with the Local Homeless Council (LHC) in determining the number and amount of attainable housing grants being applied for. A letter of support from LHC with specific details on how the project will further the LHC’s strategic plan goals must be attached to the Grant Application Cover.			20		
	0	10	20			
	No steps were taken to coordinate with LHC.	Applicant outlines some steps that were taken and some detail regarding coordination with LHC.	Applicant provides detailed steps that were taken to coordinate with LHC on the project. Feedback from the LHC coordination is outlined and details are provided showing how that information was integrated into the project.			
5	OTHER SOURCES OF RENTAL SUBSIDY – Describe steps the applicant has taken to secure other sources of project based rental subsidy for the project.			20		
	0	10	20			
	No steps were taken to secure other sources of subsidy and/or no reason is given for why AHG is needed.	Applicant has made some effort to secure other sources of subsidy and outlines why project needs AHG.	Applicant has made great effort to secure other subsidy and/or has secured other subsidy source(s).			
Section 2	Budget and Proforma			Section Total:	60	Comments
	Operational Budget (Proforma provided by Applicant)			10		
	0	5	10			
	Proforma does not show sufficient rental income from project to cover all operating expenses and debt service. Coverage for costs must be provided by applicant through outside resources. No detail is provided showing any consideration for long term costs during life of the project.	Proforma shows sufficient rental income to cover all operating expenses and debt service, but case management funding is provided from outside resources. Some detail is provided that shows applicant has considered some of the costs that may be present during life of project.	Proforma shows sufficient rental income to cover all operating expenses, debt service, and case management. High level of detail is provided that shows applicant has considered all of the costs that may be present during life of project.			
	Operating Cost Effectiveness			30		
	0	10	20			
	Costs outlined for operation do not seem reasonable for the size, services, and location.	Costs outlined for the operation and development seem reasonable for the size, services, and location.	Costs outlined for the operation are reasonable, well outlined, and are being used to the best and highest use.			
	Subsidy Amount Efficiency			20		
	0	10	20			
	Application along with the subsidy request and unit breakdown does not provide enough detail to determine if the amount of subsidy requested is an efficient use of funding.	Application along with the subsidy request and unit breakdown shows that the amount of subsidy requested is reasonable for the number of subsidized units in the property.	Application along with the subsidy request and unit breakdown is reasonable, and the application provides detail showing why the amount and number of units is an efficient use of funding for the specific area.			
Section 3	Case Management Plan			50	Comments	
	Services			30		
	0	15	30			
	Case management services that will be provided are not clearly outlined. If services are being provided by third party, no MOU or partnership agreement provided.	Services are clearly outlined, but there is not a clear connection between the services and the population(s) being served.	Services are clearly outlined and connect strongly to the populations being served.			
	Cost Effectiveness			20		
	0	10	20			
	Case management services costs are not provided.	Case management service costs are provided but seem unreasonable or are not cost effective.	Case management service costs and funding sources are provided. Costs are reasonable and cost effective.			
Section 4	Nonprofit			5	Comments	
	0		5	5		
	Applicant is not a nonprofit		Applicant is a nonprofit			
				Total Points Possible	180	Comments