

State of Utah

Department of Workforce Services

Request for Grant Applications (RFGA)

Rapid Re-Housing

DWS is requesting grant applications from organizations to assist eligible families in short-term crises by supporting families in obtaining stable housing. Assistance is focused on stabilization leading to employment and economic stability.

Pre-Proposal Meetings: January 7 and 8, 2015

LETTER OF INTENT DUE: Friday, January 16, 2015, 5:00 PM

APPLICATION DUE: Friday, January 30, 2015, 12:00 PM (Noon)

<http://jobs.utah.gov/edo/rfp.html>



**Department of
Workforce Services**

Rapid Re-Housing

Department of Workforce Services

Request for Grant Applications

LETTER OF INTENT DUE: Friday, January 16, 2015, 5:00 PM
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Rapid Re-Housing

Department of Workforce Services

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LETTER OF INTENT DUE: **Friday, January 16, 2015, 5:00 PM**
APPLICATION DUE: **Friday, January 30, 2015, 12:00 PM (Noon)**

Introduction

The Department of Workforce Services (DWS) utilizes funds from Temporary Assistance for Needy Families (TANF). TANF is a Federal Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies and approaches to remove families from a cycle of dependency on public assistance and into work. TANF projects are required to meet one of the four purposes set by Federal TANF regulations. Rapid Re-Housing falls under TANF Purpose 1 and 2.

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

Purpose

DWS is requesting grant applications for organizations to provide TANF Rapid Re-Housing to assist eligible families in short-term crises. TANF Rapid Re-Housing helps families obtain stable housing through providing deposits, utility assistance and rent assistance. Families in short-term crisis must demonstrate a history of housing and employment stability. A one-time, short-term crisis must be identified through an assessment. The contractor must assist the customer in creating a plan to overcome the housing crisis. DWS requires all Rapid Re-Housing recipients to work with a DWS Rapid Re-Housing Employment Specialist (RRES) to seek and obtain employment opportunities to maintain housing or track current employment to ensure ongoing housing stability.

This grant is funded by the Federal TANF grant to the State of Utah, CFDA #93.558, and is administered through the Department of Workforce Services, Office of Work & Family Life.

PRE-PROPOSAL MEETINGS

TANF Rapid Re-Housing

Pre-Proposal Meetings: January 7 and 8, 2015

Attendance at the Pre-Proposal Meeting is not a requirement for applying for the TANF Rapid Re-Housing Grant, but is an opportunity to review the RFGA and ask questions. Many applicants find it helpful in preparing the grant application. There are two options for attending: in person and online/phone. Both meetings will cover the same information. Questions asked at the pre-proposal meetings, with the answers, will be posted online at <http://jobs.utah.gov/edo/rfp.html>.

IN PERSON

Please bring a copy of the RFGA

Wednesday, January 7, 2015

10:30 AM

Department of Workforce Services
1385 South State Street, Room 157 A
Salt Lake City, Utah 84115

ONLINE OR BY PHONE

Please have a copy of the RFGA to reference

Thursday, January 8, 2015

10:00 AM

Please register for Rapid Re-Housing Bidders Meeting:

<https://attendee.gotowebinar.com/register/7092508969492666369>

After registering, you will receive a confirmation email containing information about joining the webinar and/or calling in.

- *Note: You will want to log in early and run the startup in order to assure your computer has the current software requirement to run the webinar. You may participate by both phone and computer if you prefer, although a computer with speakers is sufficient.*

FOR QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS:

Sisifo Taatiti
TANF Manager
staatiti@utah.gov
801-526-4370

Brian Prettyman
Contract Analyst
bpretty@utah.gov
801-889-5619

GRANT INFORMATION

Applicant Requirements

1. Organization must have the ability to determine Rapid Re-Housing eligibility.
 - a. Organization must determine family to be in a temporary crisis with the ability to maintain housing stability within four (4) months.
 - b. Organization must complete Form 300 to determine income eligibility (see *Attachment I – Form 300*).
 - c. Programs must utilize DWS’s TANF Eligibility Verification System (TEVS).
 - i. Details regarding eligibility determination and TEVS can be found at: <http://jobs.utah.gov/services/tevs/tanfcontract.html>
2. Organization must refer all adult (age 18 and older unless enrolled in high school), work eligible household members to the DWS Rapid Re-Housing Employment Specialist.
 - a. To remain eligible, Rapid Re-Housing customers will participate in Job Search/Job Readiness activities with the DWS’s Rapid Re-Housing Employment Specialist.
3. See Attachment B - Scope of Work for detailed requirements.

Program Services

Organizations must support families eligible for Rapid Re-Housing by providing housing-related assistance. Funds may not be issued to customers. Funds must be issued in the form of a voucher or check directly to a third party (i.e. landlord, utility company). Possible services include:

- a. **Deposit Assistance:** Rental deposits.
- b. **Short Term Rental Assistance:** Not to exceed four months. Back payment may be included to prevent homelessness.
- c. **Utility Assistance:** Includes utility set-up, deposits and emergency payments to avoid shut off.
- d. **Housing Application Fees:** Includes fees associated with the housing application.
- e. **Case Management:** Includes housing search, completion of housing applications and other related documents, working with potential and current landlords, work on lease agreements and payments.

Who May Apply

1. The following are encouraged to apply: local governments, public or private not-for-profit organizations, faith-based organizations, state offices and agencies, units of local governments and Indian Tribal governments.
 - a. Programs that have a religious affiliation will be required to provide assurances that grant funds will not be used for religious instruction.
2. Collaboration between multiple agencies/organizations is encouraged; however a lead agency must be identified.
3. Organizations previously receiving funding from DWS must be in good standing to be considered.

Geographic Coverage

1. Applications are encouraged to cover as many geographic jurisdictions as appropriate to support statewide services.

Measurements and Outcomes

1. Program must track data to demonstrate outcomes of Rapid Re-Housing.
2. Programs must provide quarterly progress reports detailing DWS grant outcome requirements.
 - a. Data may consist of, but is not limited to, the following:
 - i. Number of families served with at least one payment made
 - ii. Number of families successfully housed
 - iii. Average length of time Rapid Re-Housing payments were provided (up to four months)
 - iv. Number of families who maintain housing for up to 6 months after exiting the program.
 - v. Number of return families who received Rapid Re-Housing for a different crisis situation
 - vi. Number of families who transition to employment
 - vii. Number of families employed at time of application
 - viii. Number of families employed and able to resolve their crisis situation by:
 - a) increasing wages
 - b) finding more affordable housing
 - ix. Reason family exited the program
 - x. Average dollar amount spent per family
3. Specific reporting instructions will be provided at the post-award grant orientation.

Budget

1. Total Administrative costs (direct and indirect) must not exceed 10% of the total.
 - a. Costs associated with determining eligibility (Form 300) **must** be included in Administrative costs.
2. Indirect Costs cannot exceed the organization's federally approved indirect cost rate.
 - a. If claiming an approved indirect cost rate, programs must provide a copy of their negotiated Indirect Cost Rate agreement.
 - b. Organizations without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.

Funding

1. Funding source is the Temporary Assistance for Needy Families (TANF) Block Grant.
2. Funding amount is open based on programming needs and budget justification.
3. Grants will be awarded based on demonstrated need and quality of proposed program.
4. Grant funds may not be used to supplant existing funds.
5. DWS reserves the right to partially fund a grant application.
6. Funding will be distributed on a reimbursement basis.
 - a. Requests for reimbursement must be submitted a minimum of quarterly and a maximum of monthly.

Period of Performance

1. Funding for grant recipients begins April 1, 2015. Grant period ends March 31, 2018.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

Evaluation and Award

1. Grant applications will be evaluated on a competitive basis.
2. Organizations may only submit one application.
3. Applicants must be available for questions or clarification during the grant review period.
4. Applicants must be available for presentations upon request.
5. Applications may score a maximum of 80. Applications scoring below 48 points will not be considered.
6. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
7. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
8. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

Pre-Award Documents

If awarded a grant, organizations must provide the following documents prior to the execution of a grant agreement:

1. Federal Funding Accountability and Transparency Act (FFATA) Form (*Attachment L*)
2. Business License
3. Insurance Certificate and supporting documents

Questions

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before Tuesday, January 20, 2015 to tanfgrant@utah.gov. Please check the questions and answers page prior to submitting questions. Written responses will be posted regularly, but not later than January 22, at <http://jobs.utah.gov/edo/rfp.html>.

Addenda

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than January 22, 2015.

APPLICATION PROCESS

Timeline

- **Pre-Proposal Bidders Meetings: January 7 and 8, 2015** (see Page 4 for details).
- **Letter of Intent (REQUIRED): January 16, 2015, 5:00 PM.** (<http://tinyurl.com/TANFRR>) The Letter of Intent is required. All intent letters must be submitted by this date or applications will not be considered for funding.
- **Application Submission Deadline: 12:00 PM (Noon) Friday, January 30, 2015.** Applications must be received no later than 12:00 PM. Applications received after 12:00 PM will not be accepted. Applications may not be faxed.
- **Anticipated Grant Award Date:** It is anticipated that the announcement of grant awards will be made in **February 2015**.
- **Award Effective Date: April 1, 2015 – March 31, 2016.** Grants may be renewed for two additional one-year periods, ending March 31, 2018, as agreed to by both parties. DWS may elect not to provide renewal based on funding and/or grantee performance.

Application Procedure

1. Applicant must use the provided forms to submit application. Applicant must bear the cost of preparing and submitting application. Application must be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFGA will result in disqualification of the application.**
2. **Application forms must be typed.** The forms are created as save-able documents. Forms can be found at <http://jobs.utah.gov/edo/rfp.html>. The PDF forms need to be submitted by email in the original format, not scanned.
3. Application must be stapled, not bound or in a binder.
4. Application Cover Sheet must be the first page of the application.
5. Applicants must **submit one copy via email**, with all PDF forms in the original format (without the final signature) and all attachments to tanfgrant@utah.gov.
6. **Submit one original** (with an original signature) and **four (4) identical paper copies** of the application to the address listed on page 9.
7. Paper copies **AND** the emailed copy – **must be received no later than 12:00 PM (Noon) Friday, January 30, 2015.** Application may not be faxed. Late applications will not be accepted. No exceptions!
8. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information and/or addenda. Additional information will be discarded prior to scoring.

SUBMISSION CHECKLIST

- Letter of Intent** (<http://tinyurl.com/TANFRR>) submitted by Friday, January 16, 2015, 5:00 PM. All intent letters must be submitted by this date or applications will not be considered for funding.
- Submit** forms in the original PDF format (pre-signature) and attachments, **by email** to tanfgrant@utah.gov.
- Submit one original** (with an original signature) and **four (4) identical paper copies** of the application to the address below.

Each copy of the proposal must include the following, in order:

Application forms are available at: <http://jobs.utah.gov/edo/rfp.html>

- Grant Application Cover Sheet**
- Grant Application Narrative** - Narrative responses are limited to the space provided.
*Additional narrative attachments will not be accepted.
- Attachments**
 - **Process Flow chart**
 - **Organization Chart**
 - **Collaboration Letter(s)**
 - **501(c)(3) Letter** - If applicable
 - **Negotiated Indirect Cost Rate Agreement** - If applicable
- Budget Detail Form**
- Budget Narrative and Itemization Form**

Submit applications by Friday, January 30, 2015 by 12:00 PM (Noon) to:

Email copy (required):

tanfgrant@utah.gov

Paper copies (required):

Sisifo Taatiti, TANF Program Manager
Department of Workforce Services
140 East 300 South
Salt Lake City, Utah 84111

Questions:

Questions and Answers: <http://jobs.utah.gov/edo/rfp.html>

TANF Manager: Sisifo Taatiti, **Email:** staatiti@utah.gov, **Phone:** 801-526-4370

Contract Analyst: Brian Prettyman, **Email:** bpretty@utah.gov, **Phone:** 801-889-5619

Department of Workforce Services – Rapid Re-Housing Grant Application Cover Sheet

ORGANIZATION

Organization: _____

Program Name: _____

Federal Tax ID #: _____ **DUNS #:** _____

This organization is doing business as: Individual/Sole Proprietor For-Profit Corporation
 Non-Profit Organization (attach 501(c)(3) letter) Government Agency

Total Grant Funds Requested in this application (three years combined): _____

Current TANF Rapid Re-Housing contactor: Yes No

Number of families the program anticipates serving per year, with Rapid Re-Housing: _____

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

Name: _____ **Position:** _____

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

Telephone: _____ **Email:** _____

Signature: _____ **Date:** _____

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

GRANT ADMINISTRATOR (if different from above)

Name: _____ **Position:** _____

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

Phone: _____ **Email:** _____

FINANCIAL ADMINISTRATOR

Name: _____ **Position:** _____

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

Telephone: _____ **Email:** _____

GEOGRAPHIC LOCATION (Check all boxes that apply for proposed program)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Beaver County | <input type="checkbox"/> Emery County | <input type="checkbox"/> Morgan County | <input type="checkbox"/> Summit County |
| <input type="checkbox"/> Box Elder County | <input type="checkbox"/> Garfield County | <input type="checkbox"/> Piute County | <input type="checkbox"/> Tooele County |
| <input type="checkbox"/> Cache County | <input type="checkbox"/> Grand County | <input type="checkbox"/> Rich County | <input type="checkbox"/> Uintah County |
| <input type="checkbox"/> Carbon County | <input type="checkbox"/> Iron County | <input type="checkbox"/> San Juan County | <input checked="" type="checkbox"/> Utah County |
| <input type="checkbox"/> Davis County | <input type="checkbox"/> Juab County | <input type="checkbox"/> Salt Lake County | <input type="checkbox"/> Wasatch County |
| <input type="checkbox"/> Daggett County | <input type="checkbox"/> Kane County | <input type="checkbox"/> Sanpete County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Duchesne County | <input type="checkbox"/> Millard County | <input type="checkbox"/> Sevier County | <input type="checkbox"/> Wayne County |
| | | | <input type="checkbox"/> Weber County |

Department of Workforce Services – Rapid Re-Housing **Grant Application Narrative**

Organization:

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

1. ASSESSMENT PROCESS

Provide a description of the assessment process including the tool to be used and the information gathered.

2. TARGET POPULATION

Describe how the program intends to engage participants. Include sources of referrals and anticipated marketing strategies.

<http://jobs.utah.gov/ledo/rfp.html>
Unofficial Form
Find forms at

3. CASE MANAGEMENT

Describe the services provided under your Rapid Re-Housing case management.

4. PROCESS FLOW CHART

Create a process flow chart and provide as an attachment. Describe the Process Flow Chart including all steps from referral to follow up case management.

<http://jobs.tn.gov> Find forms at
Unofficial Form
http://jobs.tn.gov/edo/rfp.html

5. MEASUREMENTS AND OUTCOMES

Describe the anticipated outcomes and follow-up procedure. Provide measurements and the data collection process.

<http://jobs.utah.gov/lego/rip.html>
Unofficial Form
Find forms at

APPLICATION ATTACHMENTS

- I. **Process Flow Chart**
- II. **Organization Chart** - including all staff positions and description of duties related to the Rapid Re-Housing program.
- III. **Collaboration Letter(s)** - Attach letter(s) from all collaborative agency/entity(s)* referenced in the proposal. The letter(s) should provide a brief description of the involvement with the services provided. The letter(s) should include specific detailed information about how the organizations will partner. These are not letter(s) of support.
- IV. **501(c)(3) Letter**- If applicable.
- V. **Negotiated Indirect Cost Rate – If applicable.**

** Contracted fee-for-service individuals or organizations cannot be considered collaborative partners unless a significant discount is provided.*

Department of Workforce Services - Rapid Re-Housing
April 1, 2015 - March 31, 2018
Budget Detail Form

Organization Name:				
Category I Administrative Expenses <small>Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.</small>	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Total Budget Request
1. Salaries				\$0
2. Fringe Benefits				\$0
3. Travel/Transportation				\$0
4. Indirect Costs				\$0
5. Space Costs				\$0
6. Utilities				\$0
7. Communications (printing, copying, phone, postage)				\$0
8. Equipment/Furniture				\$0
9. Supplies				\$0
10. Miscellaneous				\$0
11. Conferences/Workshops (training)				\$0
12. Insurance				\$0
13. Professional Fees/Contract Services				\$0
Total Category I Administrative Expenses	\$0	\$0	\$0	\$0
Category II Program Expenses				
1. Salaries				\$0
2. Fringe Benefits				\$0
3. Travel/Transportation				\$0
4. Indirect Costs				\$0
5. Space Costs				\$0
6. Utilities				\$0
7. Communications (printing, copying, phone, postage)				\$0
8. Equipment/Furniture				\$0
9. Supplies				\$0
10. Miscellaneous				\$0
11. Conferences/Workshops (training)				\$0
12. Insurance				\$0
13. Professional Fees/Contract Services				\$0
Total Category II Program Expenses	\$0	\$0	\$0	\$0
Total Expenses Category I and II	\$0	\$0	\$0	\$0

Department of Workforce Services - Rapid Re-Housing
April 1, 2015 - March 31, 2018
Budget Narrative and Itemization Form (include all 3 years)

Please itemize, detail, and describe each line item for the combined **three year period** of grant funding requested in the Budget Detail Form. You may expand the cells as necessary to provide data.

Organization:		
Category I Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.	Itemized Details of DWS Grant Funds Requested (3 year grant period combined)	DWS Grant Funds Requested
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Indirect Costs (Cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate)		
5. Space Costs		
6. Utilities		
7. Communications (printing, copying, phone, postage)		
8. Equipment/Furniture		

*Unofficial Form
 Find forms at
<http://jobs.utah.gov/edo/rfp.html>*

9. Supplies		
10. Miscellaneous		
11. Conferences/Workshops		
12. Insurance		
13. Professional Fees/Contract Services		
Total Category I Program Expenses		\$0
Category II Program Expenses		
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Indirect Costs (Cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate)		

Unofficial Form
 Find forms at
<http://jobs.utah.gov/edo/rfp.html>

5. Space Costs		
6. Utilities		
7. Communications (printing, copying, phone, postage)		
8. Equipment/Furniture		
9. Supplies		
10. Miscellaneous		
11. Conferences/Workshops		
12. Insurance		
13. Professional Fees/Contract Services		
Total Category II Program Expenses		\$0
Total Expenses Category I and II		\$0

<http://jobs.utah.gov/edo/rfp.html>
 Unofficial Form
 Find forms at

ATTACHMENT A
Department of Workforce Services
Grant Terms and Conditions

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six (6) years after the Grant terminates or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DEPARTMENT.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DEPARTMENT or individuals receiving services (whether direct or contracted) from DEPARTMENT.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
 - a. Assignment: Notwithstanding DEPARTMENT'S right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DEPARTMENT. Any assignment by GRANTEE without DEPARTMENT'S written consent shall be wholly void.
 - b. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" 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 Grant. 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 Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
 - i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant 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 Grant, 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).
7. **MONITORING:**
 - a. DEPARTMENT shall have the right to monitor GRANTEE'S performance regarding all services purchased under this Grant. Monitoring of GRANTEE'S performance

shall be at the complete discretion of DEPARTMENT which will include but is not limited to the terms, conditions, attachments, scope of work, performance requirements of this contract and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

- b. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DEPARTMENT-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE**: It is DEPARTMENT'S policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
 9. **GRANT RENEWAL**: Renewal of Grant will be solely at the discretion of DEPARTMENT.
 10. **RENEGOTIATION OR MODIFICATIONS**: This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
 11. **GRANT TERMINATION**:
 - a. **Termination for Cause**: This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. The DEPARTMENT will give the GRANTEE only one opportunity to correct and cease the violations.
 - 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 DEPARTMENT to terminate the Agreement immediately for a violation of that provision, DEPARTMENT may terminate this Agreement immediately by notifying GRANTEE in writing. The DEPARTMENT may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by the DEPARTMENT.
 - c. **No-Cause Termination**: This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. 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.
 - d. **Fund-Out Termination**: GRANTEE acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DEPARTMENT cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DEPARTMENT fails to receive appropriations then DEPARTMENT may, by giving at least 30 days advance written notice, terminate this Agreement. DEPARTMENT will reimburse GRANTEE for services performed up through the date of cancellation.
 - e. **Attorneys' Fees and Costs**: If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - f. **Remedies for Grantee's Violation**:
 1. In the event this Agreement is terminated as a result of a default by GRANTEE, DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as DEPARTMENT deems appropriate, services similar

to those terminated, and GRANTEE shall be liable to DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by DEPARTMENT in obtaining similar services.

2. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.
12. **CITING DEPARTMENT IN ADVERTISING:** Grantee agrees to give credit to DEPARTMENT for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DEPARTMENT.
13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DEPARTMENT'S drug-free workplace policies while performing services under this Agreement.
14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services 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 they may be delayed or denied. DEPARTMENT must receive billing for services for the month of June no later than July 15th, due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

DEPARTMENT will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.
15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DEPARTMENT, GRANTEE'S record keeping practices and/or reporting to DEPARTMENT are not conducted in a timely and satisfactory manner, DEPARTMENT may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DEPARTMENT agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
16. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DEPARTMENT determines that payments were incorrectly reported or paid, DEPARTMENT may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DEPARTMENT. GRANTEE further agrees that DEPARTMENT shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant 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 Grant 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. DEPARTMENT will give GRANTEE thirty (30) days notice of reduction.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, DEPARTMENT'S

right to terminate this Grant.

19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, 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 and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

20. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. 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 Contract 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 Contract.
 - b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DEPARTMENT'S Equal Opportunity Notice (English or Spanish version, DWS 09-15NCR or 09-15S-NCR respectively) to the client and maintain a copy in the client file.
21. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DEPARTMENT'S Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DEPARTMENT monitors.
22. **SEPARABILITY:** A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.

23. INDEMNITY:

- **IF THE GRANTEE IS A GOVERNMENTAL AGENCY:** Both parties to this Agreement are governmental entities as defined by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
- **IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY:** The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. 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. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The 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 expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

25. **GRIEVANCE PROCEDURE:** The GRANTEE agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The 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 instance by the Department of Workforce Services. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify the DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.

26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the GRANTEE'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign the DEPARTMENT'S disclosure statement.

27. DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:

- a. Federal cost principles determine allowable costs in Department Grants. They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization at the internet web site:

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

- b. Compliance with Federal Cost Accounting Principles: For GRANTEE'S convenience, the DEPARTMENT provides Table 1 below, "Cost Accounting 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 Accounting Principles," the principles applicable to a particular GRANTEE depend upon the GRANTEE'S legal status.

Table 1: Cost Accounting Principles

Grantee	Federal Cost Principles
State/Local/Indian Tribal Governments	OMB Circular A-87
College or University	OMB Circular A-21
Non-Profit Organization	OMB Circular A-122
For Profit (Commercial) Organization	48 CFR Part 31

- 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. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DEPARTMENT 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 the DEPARTMENT'S Finance-Contracting Division
 - iv. Compensation for Personal Expenses: The DEPARTMENT 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: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. 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 Department Of Workforce Services 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 Department Of Workforce Services.

28. **ADMINISTRATIVE EXPENDITURES:** If allowed by the budget terms of this Agreement, the Department will reimburse administrative expenditures as follows: administrative costs (both direct and indirect) cannot exceed 10% of the total budget. GRANTEES with approved indirect cost rates must provide the DEPARTMENT with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.

29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II,

without prior written approval by the DEPARTMENT. 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 the DEPARTMENT. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. 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.

30. **RELATED PARTIES:** The GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by the GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant, the GRANTEE shall be defined to include all owners, partners, directors, and officers of the GRANTEE or others with authority to establish policies and make decisions for the GRANTEE.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are 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, 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.

An organization has in common with the GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The GRANTEE is obligated to notify the Department of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a statement for related party transactions (available from the DEPARTMENT'S Finance/Contracting Division). It will require:

- a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
 - b. the name of the other related party;
 - c. the relationship between the individuals identified in "a" and "b" above;
 - d. a description of the transaction in question and the dollar amount involved (if any);
 - e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
 - f. the potential effect of the payment to a related party on this Grant; and
 - g. the measures taken by the GRANTEE to protect the DEPARTMENT from potentially adverse effects resulting from the identified parties' relationship.
31. **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 contracted 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.

Invoices submitted to DEPARTMENT should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

- 32. **REQUIRED INSURANCE:** The GRANTEE shall maintain adequate protection against liability as specified in this Grant.

Automobile Insurance: If the GRANTEE'S services involve transporting any clients or goods for the DEPARTMENT, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor/sub-grantee has complied with the Insurance and Indemnification requirements of this Agreement.

The GRANTEE shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Agreement may not exceed \$1,000.00, unless the GRANTEE obtains prior written approval of the deductible (and the corresponding policy) from DEPARTMENT.

THE FOLLOWING PARAGRAPHS APPLY TO GRANT AGREEMENTS FUNDED THROUGH THE WORKFORCE INVESTMENT ACT (WIA)

- 33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
- 34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the GRANTEE'S audit, and accounted for in the GRANTEE'S financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to the DEPARTMENT through the Cost Reimbursement form.
- 35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the GRANTEE directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the GRANTEE through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.
- 36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the GRANTEE'S accounting records. Leveraged funds are to be reported to the DEPARTMENT through the Cost Reimbursement report and be tracked and quantifiable within the GRANTEE'S accounting records.

Attachment B: Scope of Work

Grantee and funded program must comply with the following requirements. Failure to do so may result in immediate termination of grant.

1. Funding Period

- a. Grant funding period will be April 1, 2015 through March 31, 2018.

2. TANF Purpose

- a. Rapid Re-Housing programs must provide services that meet one or more of the following TANF purposes:

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

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

3. Rapid Re-Housing Appropriateness Determination

- a. Rapid Re-Housing provides non recurrent, short-term benefits, which:

- i. are designed to deal with a specific crisis situation or episode of need.
- ii. are not intended to meet recurrent or ongoing needs.
- iii. will not extend beyond four calendar months.

- a) The first month begins with the first payment (deposit, utilities, fees, rent, and back-payment).

4. Program Services

- a. Organizations must support families eligible for Rapid Re-Housing by providing housing related services. Funds may not be issued directly to customers. Funds must be issued in the form of a voucher or check directly to a third party (i.e. landlord, utility company).

5. Customer Eligibility Determination

- a. Contractors must determine eligibility as outlined in the *Rapid Re-Housing Employment Pathway* (<http://jobs.utah.gov/services/tevs/tanfrapidrehousingemploymentpathway.pdf>).
- b. Organizations may not add additional eligibility requirements that exclude TANF eligible families from participating in Rapid Re-Housing.

6. Process

- a. To determine eligibility and provide Rapid Re-Housing services the contractor must follow *the Rapid Re-Housing Employment Pathway* (<http://jobs.utah.gov/services/tevs/tanfrapidrehousingemploymentpathway.pdf>).

7. Reporting: Measurements and Outcomes

- a. Programs must provide quarterly progress reports detailing DWS grant outcome requirements.
- b. The organization will be provided a spreadsheet to collect outcome data including, but not limited to:
 - i. Number of families served with at least one payment made
 - ii. Number of families successfully housed
 - iii. Average length of time Rapid Re-Housing payments were provided (up to four months)
 - iv. Number of families who maintain housing for up to six months after exiting the program
 - v. Number of return families who received Rapid Re-Housing for a different crisis situation
 - vi. Number of families who transition to employment
 - vii. Number of families employed at time of application
 - viii. Number of families employed at enrollment and able to resolve their crisis situation by:
 1. increasing wages

- 2. finding more affordable housing
- ix. Reason family exited the program
- x. Average dollar amount spent per family
- c. DWS may also track Quarterly Wages pre-enrollment and post completion. The grantee will not be responsible to collect wage data unless it was specifically in the grantee's proposal under outcomes.

8. **Grant Orientation/Training Meeting**

- a. Funded program's grant administrator and fiscal management must attend a yearly, in-person, grant orientation/training meeting in Salt Lake City (TBA).
- b. Funded programs will receive training on eligibility determination and grant reporting.
- c. Funded programs must participate in regular conference calls or webinars to share best practices, learn about DWS resources and participate in question and answers.

9. **Monitoring**

- a. A minimum of one on-site monitoring visit per year will be conducted by DWS to ensure program compliance.
 - i. Customer files will be reviewed for accuracy and information compliance.

10. **Expense Reimbursement**

- a. Programs shall submit requests for reimbursement of expenses using the reimbursement-billing template provided by DWS.
- b. DWS will strive to make timely payments. Turn-around-time for payment is determined by accuracy of invoice and approval by DWS Finance Division.

11. **Administration and Indirect Costs**

- a. Total Administrative costs (direct and indirect) must not exceed 10% of the total.
 - i. Costs associated with determining eligibility (*Attachment I: Form 300*) must be included in Administrative costs.
- b. Indirect Costs cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate.
 - i. If claiming an approved indirect cost rate, programs must provide a copy of their negotiated Indirect Cost Rate agreement.

12. **Attachments**

Programs are subject to and must comply with all terms set forth in the following attachments:

- Attachment A - Grant Terms and Conditions
- Attachment B - Scope of Work/Performance Requirements
- Attachment C - Non-Disclosure Agreement
- Attachment D - Code of Conduct
- Attachment E - Background Check Policy
- Attachment F - DWS Insurance Requirement
- Attachment G - Financial Reporting
- Attachment H - Form 115
- Attachment I - Form 300
- Attachment J - UHMIS Information Consent Release Form
- Attachment K - Grantee Proposal
- Attachment L - Budget Detail

ATTACHMENT C

NON-DISCLOSURE AGREEMENT

The **Contractor/Grantee** and its employees and volunteers shall 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, such as magnetic tapes or discs 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 shall instruct all authorized personnel regarding the private nature of the information and that they are subject to State and Federal law penalties for unauthorized disclosure of information.
6. The Contractor/Grantee shall permit the Utah Department of Workforce Services or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.
7. The Contractor agrees to hold the Department harmless for any damages arising out of the unauthorized disclosure of confidential or private information from Department records.

ATTACHMENT D CODE OF CONDUCT

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct 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. 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. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

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

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

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

Abuse shall include the following, 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 client.
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, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client'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 will include, but not be limited to:

1. Engaging in sexual intercourse with any client.

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

Neglect may include 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 may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/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 will include, 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 will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.

6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report 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.

[Rev.1/5/15]

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

- A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as “Contractors”) must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information.. In addition, if the Contractor’s primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.
- B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.
- C. Definitions
- “Confidential information” includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
 - “Direct service” means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).

- "Direct access" means that an individual 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 Utah Code Ann. 62A-2-101(8).
- "Minor" means any person under the age of 18.
- "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:
 - provide personal protection;
 - provide necessities such as food, shelter, clothing, or medical or other health care;
 - obtain services necessary for health, safety, or welfare;
 - carry out the activities of daily living;
 - manage the adult's own resources; or
 - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

D. Background checks shall be obtained according the Contractor's qualifications per Utah statute:

- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108(1)(b) and (g) and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority) then the Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification and obtain Utah and fingerprint-based national criminal history record checks through the BCI.
- If the Contractor does not meet the statutory requirements referenced above, then the Contractor shall require their employee/volunteer to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.

- BCI information can be found at <http://publicsafety.utah.gov/bci/>.
- E. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the individual by the Contractor, or otherwise provided for by DWS herein.
- F. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.
- G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:
- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/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, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.
- H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:
- Any matters involving an alleged sexual offense.
 - Any matters involving an alleged felony or class "A" misdemeanor drug offense.
 - Any matters involving an alleged "crime against the person" under Utah Code 76- 5-101 et seq.
- I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.
- J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

ATTACHMENT F
Department of Workforce Services (DWS)
INSURANCE REQUIREMENTS

A. **Required Insurance.** The CONTRACTOR shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DWS gives prior written consent to a different arrangement, the CONTRACTOR shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the CONTRACTOR provides documentation verifying the insurance company providing the CONTRACTOR'S insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The CONTRACTOR'S insurance policy shall include an endorsement that names the State of Utah, DWS, and their officers and employees as additional insured's, and the policy shall provide the State of Utah, DWS, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the CONTRACTOR'S acts or omissions in connection with this Contract. The CONTRACTOR is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy (See subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Insurance Clause."))

B. **Deductibles and Similar Costs.** The CONTRACTOR shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Contract may not exceed \$1,000.00, unless the CONTRACTOR obtains prior written approval of the deductible (and the corresponding policy) from DWS.

Types of Liability Protection the Contractor Must Provide:

1. Private Contractor—Commercial Insurance Required: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the CONTRACTOR has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:

(a) *General Liability Insurance:* The CONTRACTOR shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the CONTRACTOR. The policy shall provide for a limit of no less than \$1,000,000 for each occurrence with a \$3,000,000 aggregate. If the CONTRACTOR is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the CONTRACTOR is written on a "claims-

made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.

- (b) *Automobile Insurance:* If the CONTRACTOR'S services involve transporting any clients or goods for the DWS, the CONTRACTOR shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the CONTRACTOR (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the CONTRACTOR subcontracts with another entity or individual for transportation services, or services that include transportation services, the CONTRACTOR may satisfy this insurance requirement by submitting proof that the SubContractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.
- (c) *Professional Liability Insurance:* If the CONTRACTOR employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the CONTRACTOR shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

2. Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior DWS Approval Required: If the CONTRACTOR claims that it is self-insured, the CONTRACTOR shall provide DWS with adequate evidence that the CONTRACTOR is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DWS with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-governmental entities. Specifically, the CONTRACTOR must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the CONTRACTOR shall obtain from DWS a written statement indicating that DWS has determined, based on the CONTRACTOR'S financial evidence and representations, that the CONTRACTOR'S self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the CONTRACTOR is therefore not required to obtain additional commercial liability insurance naming DWS as an insured party. If it sees fit, DWS may include in this statement any additional conditions designed to ensure that the CONTRACTOR'S self-insurance arrangements are comparable to the insurance required of other non-governmental Contractors. A copy of the statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DWS to consent to any self-insurance arrangements, and DWS may withhold its approval for any reason whatsoever.

3. Doctors, Dentists, Mental Health Therapists and Other Professionals: If the CONTRACTOR is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the CONTRACTOR shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance (“malpractice insurance”) during the term of this Contract. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and aggregate.
4. Governmental Contractors and the Utah Governmental Immunity Act: If the CONTRACTOR is a governmental entity under the Utah Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
 - (a) **All Contractors--Workers' Compensation.** The CONTRACTOR shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code), which requires employers to provide workers' compensation coverage for their employees.
 - (b) **Indemnification.** Regardless of the type of insurance required by this section, the CONTRACTOR (and where applicable, the SubContractor) shall provide the following indemnification:
 1. Indemnification by Non-Governmental Contractor: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall defend, hold harmless and indemnify DWS and its employees and agents from and against all claims arising under this Contract as a result of the CONTRACTOR'S acts or omissions to act. If a court determines that the conduct of DWS or its agents or employees is solely responsible for the claim in question, the CONTRACTOR shall have no obligation to indemnify DWS, and DWS shall reimburse the CONTRACTOR for any reasonable attorney's fees and costs actually incurred by the CONTRACTOR in defending the action.
 2. Indemnification by Governmental Contractor: If the CONTRACTOR is a governmental entity of the State of Utah, the CONTRACTOR and DWS shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.
 3. Definition of the Term “Claim”: Regardless of the type of CONTRACTOR, the term "claim" in these “Indemnification” provisions

includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.

4. Defense of Suits Brought Upon Claims: The CONTRACTOR shall defend all suits brought upon such claims and shall pay all incidental costs and expenses, but DWS shall have the option to participate in the defense of any such suit in which DWS perceives that its interests are not being protected by the CONTRACTOR. In such cases, the participation of DWS does not relieve the CONTRACTOR of any obligation under this Contract. However, if DWS elects to retain independent counsel, DWS shall pay the attorney's fees and costs associated with such counsel.
 5. No Subrogation or Contribution: The CONTRACTOR understands that it has no right of subrogation or contribution from the State or DWS for any judgment rendered against the CONTRACTOR to the extent that such judgment results from the CONTRACTOR'S own negligence or material failure to perform under the terms of this Contract.
- (c) **Insurance Required of SubContractors.** SubContractors shall satisfy the insurance and indemnification requirements applicable to them. (See definition of "SubContractor" in this Contract.) For example, if the CONTRACTOR is a governmental entity and the SubContractor is a non-governmental entity, the CONTRACTOR shall comply with the insurance and indemnification provisions applicable to governmental entities, and the SubContractor shall comply with the insurance and indemnification provisions applicable to non-governmental entities.
- (d) **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental CONTRACTOR or SubContractor shall obtain from its insurer(s) and shall provide to DWS certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DWS thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DWS, a non-governmental CONTRACTOR or SubContractor shall provide DWS with evidence that the CONTRACTOR or SubContractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

ATTACHMENT G

FINANCIAL REPORTING

For sub recipients and service providers.

a. General Requirements.

- (1) No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity. There are no Federal, State, or department financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed in this Section are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies owned by either one person or by a husband and wife are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Grantees providing services in an individual capacity are still subject to financial review by the contracting agency and/or another DEPARTMENT entity.
- (2) No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$10,000 From the Department in a Single Fiscal Year. Contracting organizations that receive less than \$10,000 from the DEPARTMENT in a single fiscal year have no financial reporting requirement to DEPARTMENT unless specifically required by DEPARTMENT. However, they are still subject to financial review by the DEPARTMENT.
- (3) Grantee's Compliance with Applicable Financial Laws. The GRANTEE shall comply with all applicable federal and state laws regarding financial reports. The GRANTEE shall comply with all applicable requirements set forth in: (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published by the federal government; and (2) the State of Utah Legal Compliance Audit Guide ("SULCAG"), issued by the State Auditor's Office. For the GRANTEE'S convenience listed below are "Federal, State and the Department Financial Reporting Requirements," as a reference guide to the various financial reporting requirements. The information is not exhaustive and the GRANTEE understands that it is obligated to seek independent legal or accounting advice. GRANTEE may access the applicable federal and state financial reporting requirements through the following Internet web sites:

Table 2: Federal, State and the Department Financial Reporting Requirements

Policy	Internet Site
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	http://www.whitehouse.gov/omb/circulars/index.html
Utah Code	http://www.le.utah.gov/~code/TITLE51/51_01.htm
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code/r123/r123-005.htm
SULCAG	http://www.sao.utah.gov/sulcag/Introduction.htm

(4) Additional Financial Reporting Requirements for DEPARTMENT Grants. In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Grant requires GRANTEE to submit various financial reports to the Department of Workforce Services Grant Unit, as set forth in a separate column in Table 3 below, “Federal, State and DWS Financial Reporting Requirements.”

(5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a Grantee is required to obtain and submit an annual audit or other financial reports is determined by the Grantee’s entity type, the amount, and source of government funds that the Grantee expends during a given year.

Based on the SULCAG, DEPARTMENT requires all GRANTEES, except sole proprietorships, to submit an audit prepared according to “government auditing standards” whenever the GRANTEE has \$350,000.00 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of GRANTEES with total revenues under \$350,000.00 (see Table 3 below “Federal, State and DWS Financial Reporting Requirements”).

c. Definitions For Auditing And Financial Terms Used In This Grant.

- (1) “*Federal Funds*” means Federal financial assistance that a Grantee receives directly from Federal awarding agencies or indirectly from Pass-Through Entities.
- (2) “*Government Funds*” means financial assistance that a Grantee receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.
- (3) “*OMB*” means the federal Executive Office of the President, Office of Management and Budget.
- (4) “*OMB Circular*” means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

- (5) *"Pass-Through Entity"* means an entity (such as DWS) which receives federal funds and then passes those funds through to subrecipients, such as local governments and Non-Profit Organizations.
- (6) *"Service Provider"* means a private or governmental entity that receives funds from DWS for services provided to DWS'S clients under a program developed by DWS.
- (7) *"Subrecipient"* means a governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DWS or another entity which serves as a "recipient" and "Pass-Through Entity" for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Grant is funded solely by State funds.

d. Grantee's Submission Of Required Audits And Other Financial Reports:

- (1) Deadlines. The GRANTEE shall be bound by OMB Circular A-133 and the SULCAG submission deadlines for audits and financial reports. See also Table 2 below, "Federal, State and DWS Auditing Requirements."

Where the GRANTEE is required to submit audits and financial reports to DWS under OMB Circular A-133, the SULCAG and DWS Grant provisions, needs an extension for filing of such reports, the GRANTEE may request an extension by contacting the DEPARTMENT at the address below. However, GRANTEE understands that DEPARTMENT can extend only those deadlines for reports GRANTEE is required to submit to DEPARTMENT. GRANTEE must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

- (2) Addresses. The GRANTEE shall submit all audits and financial reports to the entities identified in the applicable law, OMB Circular A-133 and the SULCAG. See also Table 3 below, "Federal, State and DWS Auditing Requirements."

Where the GRANTEE is required to submit audits and financial reports to DEPARTMENT under OMB Circular A-133, the SULCAG and DEPARTMENT Grant provisions, the GRANTEE shall submit the required audits and financial reports to the following address:

DEPARTMENT OF WORKFORCE SERVICES
 Contracts Manager
 P.O. Box 45249
 Salt Lake City, Utah
 84145-0249

d. Additional Definitions Used In This Part:

- (1) "*Audit Findings*" means a schedule of all costs questioned by the auditor relative to Government Funds.
- (2) "*Compliance Opinion*" means an auditor's opinion that Grantee has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.
- (3) "*Federal Clearinghouse*" means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 4713."
- (4) "*Financial Statements*" means financial reports of the Grantee's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Grantee, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.
- (5) "*GAAP*" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.
- (6) "*GAAS*" means Generally Accepted Auditing Standards, issued by the American Institute of Public Accountants (AICPA).
- (7) "*GAS*" means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.
- (8) "*Management Letters*" means the auditor's notes and recommendations to the Grantee's management personnel subsequent to a fiscal audit.
- (9) "*Non-profit Organization*" means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers. "Program-Specific Audit" means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
- (10) "*Reporting Package*" means the auditor's package of financial reports as defined in OMB Circular A-133, and shall include Financial Statements and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.
- (11) "*SULCAG*" means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.

- (12) "*Schedule of Expenditures*" means a breakdown of expenditures of Government Funds for a given year, showing the total administrative expenses as compared to funds expended for program services.
- (13) "*Single Audit*" means an audit which includes both the Grantee's Financial Statements and the Federal awards using GAGAS standards, as described in OMB Circular A-133.500.
- (14) "*Statement of Functional Expense*" means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.
- (15) "*Summary Schedule*" means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

Table 3: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
<p>Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider</p>	<p>\$500,000 or more expended in Federal Funds</p>	<p>Single Audit or Program Specific Audit, using GAGAS standards. (OMB Circular A-133.200, A-133.235, and A-133.500) <u>Financial Reports Required from Grantee:</u> 1. Data Collection Form as described in OMB Circular A-133.320 (a), (b) and (d) -to Federal Clearinghouse 2. Reporting Package- to: (a) Federal Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (OMB Circular A-133.320 (c) and (d)) 3. Submission by Subrecipients: (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (e)(2))</p>	<p>Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: 1. Copies of the entire <u>Single Audit or Program Specific Audit report</u> 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. (The SULCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)</p>	<p>1. <u>As required by OMB Circular A-133</u>, both government and non-profit Grantees shall provide to DWS the following: a. Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; or b. Written Notification – if audit did not disclose Audit Findings or report on the status of any prior Audit Findings in the Summary Schedule; and 2. <u>This Grant also requires Grantee to submit the following:</u> a. Auditor's Management Letter; and b. Upon request by DWS, (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by OMB Circular A-133) (3) For non-profit Grantees, the statement of Functional Expenses.</p>	<p>1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (OMB Circular A-133.320) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.</p>

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$500,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (OMB Circular A-133.200(d))	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards. b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings. See Utah Admin. Code Rule R123-5 "Audit Requirements for Audits of Political Subdivisions and Nonprofit Organizations." § 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.	Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds: 1. Copy of the Entire Audit Report required by the SULCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SULCAG to submit any financial reports, DWS requires: 1. Unaudited CPA Review; and 2. Statement of Functional Expenses.	Within six (6) months after end of Grantee's fiscal year Utah Code Ann. § 51-2a-202

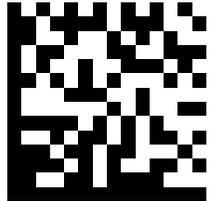
	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.	Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds): 1. Unaudited CPA Review; and 2. Statement of Functional Expenses IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year
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Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year
	Less than \$100,000 but \$10,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All Grantees: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (6) months after end of Grantee's fiscal year
All Contracting Entities	Less than \$10,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved	NO REQUIREMENTS	Within six (6) months after end of Grantee's fiscal year

			by the State Auditor		
For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	NO REQUIREMENTS	<p>The non-profit reporting requirements identified above also apply to for-profit Grantees with the following exceptions:</p> <ol style="list-style-type: none"> 1. The reporting format required of non-profit Grantees is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report. 	Within six (6) months after end of Grantee's fiscal year



Attachment H - Form 115
State of Utah
Department of Workforce Services
**RELEASE/DISCLOSURE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**
ONLY for use by Contracts and Refugee Home Visits
Where UWORKS is Unavailable



D33614000150101

Name (Print) _____ PID _____ Case # _____

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

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

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

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

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

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

R = Release my information from a third party to DWS D = Disclose my information from DWS to a third party

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

Signature of Customer _____

_____ Date

Signature of Parent or Guardian, if under age 18 _____

_____ Date

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

Attachment I - Form 300

DWS-ESD/WDD 300
Rev. 08/2014

Department of Workforce Services TANF NEEDY FAMILY ELIGIBILITY FORM



Case/PID # (if applicable) _____

Section 1: Household information

There must be a dependent child under age 18 living in the home. A Social Security number is a condition of eligibility for assistance required by section 1137 of the Social Security Act. Services will not be delayed or discontinued pending the issuance or verification of a Social Security number, if the applicant has documented application for one. Social Security numbers must be provided for all individuals included in the TANF Needy Family household size.

Please use a black ball point pen to complete form

Parent or relative caretaker name (first, middle initial, last)

Social Security number

Address

Utah resident? Yes No

Date of birth (MM/DD/YYYY)

Alien registration number

Date of entry

Gender: Female Male

Spouse or relative caretaker name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Date of entry

Utah resident? Yes No

Gender: Female Male

Alien registration number

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Gender: Female Male

Alien registration number

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Gender: Female Male

Alien registration number

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Gender: Female Male

Alien registration number

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Gender: Female Male

Alien registration number

Section 2: Categorical Eligibility

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

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

Section 3: Income Guidelines

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

Does the family meet the income requirement of the contract or service being provided? Yes No

Refer to TANF Needy Family Policy and Table 13 – Income Guidelines:

http://jobs.utah.gov/infosource/EmploymentBusinessManual/Tables/Table_13_Income_Guidelines_TANF_Needy_Family.htm

Monthly Gross Income of Parent(s) or Relative Caretaker(s) \$ _____

(Refer to Policy at above web address, Section 720-5, Sources of Includable and Excludable Income)

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

I attest the information I have provided above is accurate.

Applicant signature

Date

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

Contractor signature

Date

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

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

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

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

Equal Opportunity Employer Program

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

INSTRUCTIONS FOR FORM 300 TANF Needy Family Eligibility Form

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

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

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

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

Only enter eligible family members' information on Form 300.

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

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

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

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

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

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

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

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

Distribution: Original filed in the case record

Retention: Three (3) years

UHMIS Informed Consent Release Form

PLEASE READ THE FOLLOWING STATEMENTS.

MAKE SURE YOU HAVE HAD THE CHANCE TO HAVE YOUR QUESTIONS ANSWERED.

_____ is part of the Utah Homeless Management Information System (UHMIS).
(Agency Name)

UHMIS is a system that uses computers to collect information about homelessness. The reason for UHMIS is to track funding for homeless programs given by many funders. The goal is to simplify service delivery to people in need.

UHMIS operates over the internet and uses many security protections to keep your information safe. Many service providers across Utah use UHMIS, so your information will be shared with other service providers that provide similar services. Information collected is housed in a secure server located at Data System International (DSI), in Sandy, Utah. DSI employees have access to this server and the data housed there, but only for network support and maintenance purposes. UHMIS staff and approved Utah State Community Services Office (SCSO) staff collect and use only information that is needed for reports on homelessness to help inform policy decisions. Every person with access to this information must sign and comply with all confidentiality agreements.

To better provide services to you in the best way possible _____ is asking your
(Agency Name)
permission to share your information with the other approved UHMIS participating agencies in Utah. This will include sharing the following information about you and any dependant minor children with you:

- **Name, gender, partial SSN, birth date**

By signing this form you are letting us share your information, and the information of your dependent children under the age of 18 with other UHMIS participating agencies. This information will be accessible for seven years from the last date of service.

You may cancel this consent at any given time by written request to this agency. The cancellation will not be applied to records already collected from you. If you choose to not give consent, **it does not make you ineligible** to receive services unless you are applying for the Homeless Prevention and Rapid Re-housing Funding (HPRP or TANF).

Your Rights

- You have the right to get non-UHMIS, services even if you choose **NOT** to participate in the UHMIS.
- You have the right to ask who has seen your information.
- You have the right to see your information and to change it if it's not correct. But you must show documentation.

A list of participating agencies is available from your case manager or online at <http://hmis.utah.gov>. If you don't want your information shared with a specific agency, please let your case manager or intake worker know. He/she can then take the proper action to honor your request.

SIGNATURE OF CLIENT (AND/OR GUARDIAN)

DATE

PRINTED NAME OF CLIENT

DOB OF CLIENT

SIGNATURE OF INTAKE WORKER/CASE MANAGER

Department of Workforce Services – Rapid Re-Housing
Attachment K: Evaluation Score Sheet

Application #: _____

Organization: _____

Evaluator #: _____

Score will be assigned as follows:

- 0 = Failure, no response**
- 1 = Poor, inadequate, fails to meet requirement**
- 2 = Fair, only partially responsive**
- 3 = Average, meets minimum requirement**
- 4 = Above average, exceeds minimum requirement**
- 5 = Superior**

Instructions: Each application will be scored individually. Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applications scoring below 48 will not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
NARRATIVE				
1. ASSESSMENT PROCESS: (10 points possible)				
The application provides a description of the assessment process including the tool to be used and the information gathered.		X2		10 points possible
2. TARGET POPULATION: (10 points possible)				
The application describes how the program intends to engage participants. Includes sources of referrals and anticipated marketing strategies.		X2		10 points possible
3. CASE MANAGEMENT: (10 points possible)				
The application describes the services provided under the Rapid Re-Housing case management.		X2		10 points possible
4. PROCESS FLOW CHART: (10 points possible)				
The application describes the Process Flow Chart including all steps from referral to follow up case management. The process is detailed and comprehensive.		X2		10 points possible
5. MEASUREMENTS AND OUTCOMES: (10 points possible)				
The application describes the anticipated outcomes and follow-up procedures. The application provides a detailed description of the application measurements and the data collection process.		X2		10 points possible
ATTACHMENTS				
6. PROCESS FLOW CHART: (10 points possible)				
The Process Flow Chart shows an efficient process supporting Rapid Re-Housing with the customer as the focus.		X 2		10 points possible
7. ORGANIZATION CHART: (10 points possible)				
The Organization Chart includes all staff positions and description of duties related to the Rapid Re-Housing Program. All duties and position support the Process Flow Chart.		X 2		10 points possible
8. COLLABORATION LETTERS*: (5 points possible)				
A letter must be included from all collaborative agency/entity(s) referenced in the proposal. The letter(s) should provide a brief description of the involvement with the services provided and how the organizations will partner. These are not letter(s) of support.		X 1		5 points possible
9. 501 (c)(3):				
If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	N/A

10. NEGOTIATED INDIRECT COST RATE AGREEMENT:				
If applicable, the program has provided a Negotiated Indirect Cost Rate Agreement.	Yes/No	N/A	N/A	N/A
BUDGET				
11. BUDGET NARRATIVE AND ITEMIZATION FORM: (5 points possible)				
<p>Details include the cost breakdown for each line item, including any requested administrative costs.</p> <ul style="list-style-type: none"> • Example: salary = (hourly rate) x (hours worked per week) x (weeks worked per year). • Costs should be reasonable and customary. 		X1		5 points possible
TOTAL EVALUATION POINTS		Total		80 points possible

Evaluator Notes and Comments:

Attachment L

Federal Funding Accountability and Transparency Act

Reporting of Total Compensation of Subrecipient Executives For Subawards of \$25,000 or more

PLEASE PROVIDE DUNS # _____

Federal Funding Accountability and Transparency Act of 2006 requires you to report the names and total compensation of your entity's five most highly compensated executives if other requirements are not met.

Please complete the following. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:

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

YES: Continue below NO: Signature: _____ Date: _____

Print name: _____

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO: Continue below YES: Signature: _____ Date: _____

Print name: _____

Provide the names and total compensation of an entity's (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) five most highly compensated executives for the entity's preceding fiscal year:

Name	Position Title	Total Compensation*

Signature: _____ Date: _____

Print name: _____

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.