



INTERAGENCY AGREEMENT

FY25-FY27 State Homelessness Funding

This Interagency Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS**, and the following, hereinafter referred to as Grantee or Contractor.

Organization: San Juan County

Address: 117 South Main Street

City, State Zip: Monticello, UT 84535

Vendor Number: 06866HL **Commodity Code:** 99999 **UEI#:** WCYABP2FEVA2

Contractor Type: Government **Subrecipient/Contractor:** N/A

Project Name: SJC – State Homeless Prevention

Funding Source: Homeless Services Dedicated Funding (State General Fund)

PURPOSE

This Agreement provides homeless services through projects approved for funding by the Utah Homeless Services Board (UHSB), with efforts focused on making episodes of homelessness rare, brief, and nonrecurring. For project details, refer to the attached Scope of Work.

SOLICITATION

This Agreement has been awarded as a result of the solicitation process, Solicitation #25-DWS-S001.

PERIOD OF PERFORMANCE

This Agreement shall be effective **07/01/2024** through **06/30/2027**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein. The Grantee may have obligations that will survive the termination of this Agreement, including obligations for which performance is due after termination, whether or not the Agreement expressly states the obligation will survive termination.

CONTRACT COSTS

Grantee shall be paid up to a maximum of

- **\$60,027.00** for **Program Year One**, 7/1/2024 through 6/30/2025,
- **\$60,027.00** for **Program Year Two**, 7/1/2025 through 6/30/2026,
- **\$60,027.00** for **Program Year Three**, 7/1/2026 through 6/30/2027,

for a total contract maximum of **\$180,081.00** for costs authorized under this Interagency Agreement. Notwithstanding any other provision of this Agreement, disbursement of grant funds is subject to legislative appropriation. All expenditures and activities must be in accordance with all Attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than **July 15th**, due to the DWS fiscal year end. Billings **submitted after this date may be denied**.

ATTACHMENTS

- Attachment A - State of Utah Standard Terms and Conditions for Services
- Attachment B - DWS Interagency Supplemental Terms and Conditions
- Attachment C - Scope of Work
- Attachment D - Budget Narrative and Itemization Form
- Attachment E - DWS-OHS Case Management Standards
- Attachment F - Background Check Requirements
- Attachment G - Code of Conduct
- Attachment H - Non-Disclosure Agreement

RATIFICATION

It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

CONTACTS

DWS

Shaylee Tulane
 OHS Program Specialist
 140 East 300 South
 Salt Lake City, UT 84111
 385-401-7091
 stulane@utah.gov


GRANTEE

Jamie Harvey
 County Commission Chair
 117 South Main Street
 Monticello, UT 84535
 435-587-3223
 jharvey@sanjuancounty.org

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: SAN JUAN COUNTY



 Bruce Adams (Sep 21, 2024 07:16 MDT)
 Signature


09/21/2024

Date

Commissioner

Print Name and Title

ATTEST: UTAH DEPARTMENT OF WORKFORCE SERVICES



 Casey Cameron, Executive Director

09/24/2024

Date

**RECEIVED AND PROCESSED
BY DIVISION OF FINANCE**



ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR 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.

2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.

3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.

4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.

5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR 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, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor'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).

6. **MONITORING:**
- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
 - b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
 - c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
 - d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
7. **CODE OF CONDUCT** (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
 - b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR 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.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
 - c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - d. CONTRACTOR acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. CONTRACTOR certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.
 - e. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
9. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the CONTRACTOR complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. CONTRACTOR must adhere to the requirements of 24 CFR Part 58. Should CONTRACTOR violate 24 CFR Part 58 prior to, during, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.
10. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
11. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
12. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

13. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.
14. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
15. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. 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 contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
16. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
17. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
18. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments.

To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.

19. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.

20. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

21. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**
 - a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
 - b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- 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 contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.

- iii. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, 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: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
22. **ADMINISTRATIVE EXPENDITURES**: DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
 23. **CHANGES IN BUDGET (cost reimbursement contracts only)**: The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
 24. **WORKFORCE SERVICES JOB LISTING**: CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
 25. **GRIEVANCE PROCEDURE**: CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
 26. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS**: CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.

27. **PROTECTION AND USE OF CLIENT RECORDS:** CONTRACTOR shall comply with the Government Data Privacy Act (GDPA), Title 63A, Chapter 19, under which a CONTRACTOR that enters into or renews an agreement with a governmental entity and processes or has access to personal data as part of the CONTRACTOR's duties under the agreement, is subject to the requirements of the GDPA with regard to the personal data processed or accessed by the CONTRACTOR to the same extent as required of the governmental entity. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law.
- CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable.
- This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C
SCOPE OF WORK
San Juan County

I. Purpose

- A. This contract is to provide homeless services through projects approved for funding by the Utah Homeless Services Board (UHSB), with efforts focused on making episodes of homelessness rare, brief, and nonrecurring.
- B. GRANTEE will provide the following services under this contract:
 - i) Homelessness Prevention (HP)
- C. HMIS Project Name:
 - i) SJC - State Homeless Prevention

II. GRANTEE Project Responsibilities

GRANTEE shall:

- A. Provide tenant-based Homeless Prevention (HP) services to individuals and families at immediate risk of homelessness or who otherwise meet an at-risk of homelessness definition within the San Juan County Local Homeless Council (LHC) jurisdiction.
 - i) Homeless Prevention (HP) services may include:
 - 1. Housing stabilization
 - 2. Rental assistance
 - 3. Case management

III. Additional Responsibilities

GRANTEE shall:

- A. Abide by attached DWS-OHS Case Management Standards.
- B. Provide activities that align with and support the UHSB and the Statewide Collaboration for Change: Utah's Plan to Address Homelessness.
- C. Support Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
- D. Participate in local Coordinated Entry System, including consistent contributions benefitting the maintenance of the applicable CoC by-name list or LHC prioritization process.
- E. Complete all training required by the UHMIS Policies and Procedures if applicable and other training deemed necessary by DWS-OHS staff.
- F. Participate in the Annual Point-in-Time (PIT) Homeless Count.
- G. Participate in the Housing Inventory Count (HIC).
- H. Support data initiatives and other federally mandated reporting as requested by DWS-OHS.

- I. Participate in reasonable technical assistance activities provided by DWS-OHS staff or its designees. Failure to respond to email and other correspondence from DWS-OHS and its designees within 10 business days, without reasonable cause, will be referred for grant review. A grant review may result in probation or termination of the grant.
- J. Ensure all project-funded personnel are in compliance with the requirements outlined in the attached Background Check Requirements.
- K. Ensure that all project-funded personnel have reviewed and signed the attached Code of Conduct and Non-Disclosure Agreement at the beginning of the contract or upon hire. Signed copies of the Code of Conduct and Non-Disclosure Agreement must be maintained in employee files for compliance review.
- L. Prioritize the ongoing cleanliness and maintenance of the facility for those projects that receive funding related to a specific facility, such as an emergency shelter or project-based housing site. DWS-OHS will perform periodic inspections of the projects to ensure these expectations are being met and to assist GRANTEE in meeting these expectations as necessary.
- M. Attain written approval from DWS-OHS for any deviations from this Scope of Work. DWS-OHS reserves the right to deny any change requests. If applicable, DWS-OHS must approve any subgrantees through the application process. GRANTEE is responsible for any subgrantee's compliance with the Terms and Conditions of this contract and will provide DWS-OHS a copy of any agreements with subgrantees.

IV. Policies and Procedures

- A. GRANTEE shall provide DWS-OHS with a copy of project level policies and procedures by the first quarter of the fiscal year. Policies and procedures must include details for the following:
 - i) Project participation in local Coordinated Entry Systems, including consistent contributions benefitting the maintenance of the applicable Continuum of Care (CoC) by-name list and Local Homeless Council (LHC) prioritization processes.
 - ii) Referral process for individuals or heads of households for case management in alignment with the DWS-OHS attached Case Management Standards.
- B. GRANTEE policies and procedures must align with the approved project type(s) and services funded by this contract.

V. Client Eligibility

- A. Individuals must be determined eligible for services, as outlined in agency policies and procedures and by applicable Utah code.

VI. **Utah Homeless Management Information System (UHMIS) or Comparable Database**

- A. Non-Domestic Violence Service GRANTEE is required to enter all data elements into UHMIS that are associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standards manuals, and the State of Utah data standards within 5 days of client interactions.
- B. Non-Domestic Violence Service GRANTEE is required to ensure data entered into UHMIS for this program meets the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at <https://utahhmis.org/about/governance/>.
- C. All data entered into UHMIS or a HMIS-comparable database should be report-ready by the 15th day following the last day of each month. Report-ready is when data entered for that period is accurate and complete to the best of the GRANTEE'S knowledge and ability.
- D. Performance data will be evaluated at least quarterly on the following schedule:

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

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

VII. **Other Reporting Requirements**

- A. GRANTEE must participate in statewide data collection and reporting efforts required by DWS-OHS.
- B. GRANTEE will need to provide any additional reporting as requested by DWS-OHS.

VIII. **Case Management Requirements**

- A. In alignment with Statewide Collaboration for Change: Utah's Plan to Address Homelessness, DWS-OHS has adopted Case Management Standards to ensure equitable access to high-quality services for all clients.
- B. The Housing Focused Model as outlined in the attached DWS-OHS Case Management Standards must be followed by all projects funded by DWS-OHS.

- C. GRANTEE must utilize the Utah Homeless Management Information System (UHMIS) or an approved HMIS comparable database to record case management services and service plan progress. Service plans must be created with the client within 7 days as outlined in the attached DWS-OHS Case Management Standards and entered in UHMIS or a comparable database in accordance with HMIS data standards.
- D. Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time.

IX. **Outcomes**

- A. All projects have expected 3-year performance outcomes that are approved by DWS-OHS.
- B. New projects expected outcomes are based on anticipated services delivered.
- C. Specific performance goals will be established through negotiation between GRANTEE and DWS-OHS staff during the first quarter.
- D. Outcomes will be reported using the HMIS quarterly reports provided by DWS-OHS.
- E. Performance Measures
 - i) Case Management Standards

Performance Measures	
1. Number of heads of household referred to case management	85%
2. Percentage of heads of household in each project with a case management plan entered in HMIS or DV Comparable database	85%
3. Percentage of case plans for heads of household created within 7 days	100%

ii) Homeless Prevention

SJC - State Homeless Prevention	
Performance Measures	Goal
1. Number of clients served	15
2. Number of households served	10

3. Average length of project participation in days for leavers (clients who exited)	150
4. Average length of project participation in days for stayers (clients still enrolled)	150
5. Number of project leavers (clients who exited)	15
6. Number of clients who exited to a permanent destination	8
7. Number of clients who exited to an emergency shelter, including hotel or motel paid for with emergency shelter voucher	2
8. Number of clients who exited to a place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	2
9. Number of clients who exited to data not collected and no exit interview completed	10% or less

X. **Monitoring**

- A. GRANTEE shall permit DWS-OHS the right of compliance reviews which may include but are not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. If it is discovered that GRANTEE is not in compliance with the contract, Collaborative Applicants may be included in the monitoring process to support DWS-OHS in remedying concerns.
- C. GRANTEE performance may impact future funding recommendations.

XI. **Budget**

- A. Invoicing for Reimbursement
 - i) Adhere to the approved budget set forth in the attached Budget Narrative and Itemization Form.
 - ii) Claims for reimbursement of expenditures will be submitted online no less than quarterly through [WebGrants 3](#).
 - 1. If a new system for invoicing is utilized, the GRANTEE will be notified of the process for submitting claims for reimbursement.
 - iii) Claims must be submitted on a cost reimbursement basis including supporting documentation.
 - iv) Year-end payment is contingent upon DWS-OHS verification that grant requirements have been met.
 - v) All projects must meet requirements outlined in the [DWS-OHS Eligible Expenses Guide](#).

- vi) Changes to the budget must be authorized in writing by DWS-OHS prior to the expenditure date.
- vii) Any unspent funds do not roll over to the following fiscal year and contracts will be amended to return the unspent funds to DWS-OHS.

Attachment D - Budget Narrative and Itemization Form

DWS Office of Homeless Services (OHS)

July 1, 2024 - June 30, 2025

Organization:	San Juan County
HMIS Project Name(s):	SJC - State Homeless Prevention
WebGrants Project Letter:	A
Contract Award Amount:	\$60,027.00

All planned expenses must be itemized, detailed and described for each line item.

Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding.

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

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

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -

**Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.*

****Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Program Insurance		\$ -
Agency Space Costs		\$ -
Agency Utilities		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

****Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Total Category I/Category II Administrative Expenses	\$ -
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Category III - Project Expenses:		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	1 Homeless Prevention Coordinator Salary .5 FTE (1040 hours) at an estimated rate of \$30-\$31 per hour.	\$ 31,500.00
**Fringe Benefits		\$ -
Client Rent and Arrears Payments	Client rental assistance for 5 estimated \$663 (studio) to upwards of \$1649 (4-bedroom)	\$ 14,906.75
Client Deposit, App Fees, and Utility Assistance	5 client deposit payments 5 client utility payments 5 client application fee's payments	\$ 12,120.25
Client Services		\$ -
Hotel/Motel Payments		\$ -
**Conference Attendance and Staff Training/Development		\$ -
**Program Communications	Monthly internet bill allocated to contracted staff	\$ 500.00
**Professional Fees & Contract Services		\$ -
Program Space Costs		\$ -
**Program Insurance		\$ -
**Program Supplies, Space Utilities, Etc.	Laptop computer and laptop software (if applicable) Office supplies including but not limited to paper, pens, etc.	\$ 1,000.00
Program Equipment		\$ -
**Program Transportation		\$ -
**Sub-awards - limited to the first \$25,000		\$ -
Total Category III Project Expenses		\$ 60,027.00
Total Expenses Category I/II and Category III		\$ 60,027.00

Attachment D - Budget Narrative and Itemization Form

DWS Office of Homeless Services (OHS)

July 1, 2025 - June 30, 2026

Organization:	San Juan County
HMIS Project Name(s):	SJC - State Homeless Prevention
WebGrants Project Letter:	A
Contract Award Amount:	\$60,027.00

All planned expenses must be itemized, detailed and described for each line item.

Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding.

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

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

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -

**Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.*

****Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Program Insurance		\$ -
Agency Space Costs		\$ -
Agency Utilities		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

****Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Total Category I/Category II Administrative Expenses	\$ -
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Category III - Project Expenses:		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	1 Homeless Prevention Coordinator Salary .5 FTE (1040 hours) at an estimated rate of \$30-\$31 per hour.	\$ 31,500.00
**Fringe Benefits		\$ -
Client Rent and Arrears Payments	Client rental assistance for 5 estimated \$663 (studio) to upwards of \$1649 (4-bedroom)	\$ 14,906.75
Client Deposit, App Fees, and Utility Assistance	5 client deposit payments 5 client utility payments 5 client application fee's payments	\$ 12,120.25
Client Services		\$ -
Hotel/Motel Payments		\$ -
**Conference Attendance and Staff Training/Development		\$ -
**Program Communications	Monthly internet bill allocated to contracted staff	\$ 500.00
**Professional Fees & Contract Services		\$ -
Program Space Costs		\$ -
**Program Insurance		\$ -
**Program Supplies, Space Utilities, Etc.	Laptop computer and laptop software (if applicable) Office supplies including but not limited to paper, pens, etc.	\$ 1,000.00
Program Equipment		\$ -
**Program Transportation		\$ -
**Sub-awards - limited to the first \$25,000		\$ -
Total Category III Project Expenses		\$ 60,027.00
Total Expenses Category I/II and Category III		\$ 60,027.00

Attachment D - Budget Narrative and Itemization Form

DWS Office of Homeless Services (OHS)

July 1, 2026 - June 30, 2027

Organization:	San Juan County
HMIS Project Name(s):	SJC - State Homeless Prevention
WebGrants Project Letter:	A
Contract Award Amount:	\$60,027.00

All planned expenses must be itemized, detailed and described for each line item.

Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding.

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

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

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -

**Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.*

****Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Program Insurance		\$ -
Agency Space Costs		\$ -
Agency Utilities		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

****Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Total Category I/Category II Administrative Expenses	\$ -
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Category III - Project Expenses:		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	1 Homeless Prevention Coordinator Salary .5 FTE (1040 hours) at an estimated rate of \$30-\$31 per hour.	\$ 31,500.00
**Fringe Benefits		\$ -
Client Rent and Arrears Payments	Client rental assistance for 5 estimated \$663 (studio) to upwards of \$1649 (4-bedroom)	\$ 14,906.75
Client Deposit, App Fees, and Utility Assistance	5 client deposit payments 5 client utility payments 5 client application fee's payments	\$ 12,120.25
Client Services		\$ -
Hotel/Motel Payments		\$ -
**Conference Attendance and Staff Training/Development		\$ -
**Program Communications	Monthly internet bill allocated to contracted staff	\$ 500.00
**Professional Fees & Contract Services		\$ -
Program Space Costs		\$ -
**Program Insurance		\$ -
**Program Supplies, Space Utilities, Etc.	Laptop computer and laptop software (if applicable) Office supplies including but not limited to paper, pens, etc.	\$ 1,000.00
Program Equipment		\$ -
**Program Transportation		\$ -
**Sub-awards - limited to the first \$25,000		\$ -
Total Category III Project Expenses		\$ 60,027.00
Total Expenses Category I/II and Category III		\$ 60,027.00

Attachment E

DWS-OHS CASE MANAGEMENT STANDARDS

OVERVIEW

A **housing focused model** must be followed with all projects funded by DWS-OHS. The purpose of any case management activity should be to assess the client’s needs, connect and make referrals to community-based providers, engage the client in developing an applicable housing focused service plan, and follow up on the status of addressing a client’s needs. Case management services must be routinely attempted with clients and program assistance may not be contingent on the client participating in such activities. A client must not be evicted or terminated from a project for failure to meet with a case manager. Both case management activities and service plans should be used as a collaboration tool between community-based providers where consent has been granted and the collaboration will help meet the needs of a participating individual.

Case managers must utilize the Utah Homeless Management Information System (UHMIS) or an approved UHMIS comparable database to record case management services and service plan progress. Service plans should be created with the client within the project-based timeframe below and entered in accordance with all applicable data standards.

Project Type	Service Plan Should be <u>CREATED</u> Within
Rapid Re-housing and Homeless Prevention	(7) calendar days of project enrollment
Transitional Housing	(7) calendar days of project enrollment
Permanent Supportive Housing	(7) calendar days of project enrollment
Emergency Shelter (Entry/Exit)	(7) calendar days of project enrollment
Emergency Shelter (Night by Night)	(7) calendar days of project enrollment
Street Outreach	(7) calendar days of project enrollment

DEFINITIONS

A **housing focused model** is a service approach that prioritizes assisting individuals and families experiencing homelessness in obtaining and maintaining housing.

Additionally, this approach is client-led and does not have preconditions and barriers to program entry, such as sobriety, treatment, or service participation requirements. A **case manager** must abide by the housing focused model and should support a client in addressing their physical, psychological and social needs. In addition, a case manager will help a client make progress towards exiting homelessness and obtaining/maintaining housing.

Case managers are responsible for working with a client to create service plans. A **service plan** is an ongoing assessment of a client's service needs (i.e., social, employment, mental health, transportation) with the overarching goal of helping a client address the needs associated with obtaining or maintaining stable housing. A service plan should be created within (7) calendar days of project enrollment.

PROJECT-BASED CASE MANAGEMENT

Rapid Re-housing (RRH) and Homeless Prevention (HP)

All individuals enrolled in RRH or HP projects must have access to case management. In addition to assessing physical, psychological, and social needs, service plans must evaluate the client's ability to resume rent after program assistance ends, work towards increasing all available sources of income, and make long-term connections to mental and physical health supports, transportation, and other applicable resources that support housing stability.

Housing case managers are expected to attempt to engage the client in case management activities at least monthly, including reviewing, monitoring, and modifying service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, projects are required to provide adequate support throughout the client's enrollment in order to meet their individual needs. Projects should maintain flexible case management schedules as indicated by project and client needs.

Transitional Housing (TH)

All individuals enrolled in a TH project must have access to case management. Required service plans must assess the client's ability to resume rent after program assistance ends, work towards increasing all available sources of income, and make long-term connections to mental, social, and physical health supports, transportation, and other applicable resources that support housing stability.

Housing case managers are expected to attempt monthly case management and engage with clients for the purpose of reviewing, monitoring, and modifying service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, it is required that projects provide adequate support throughout the client's enrollment. Projects should maintain flexible case management schedules as indicated by project and client needs.

Permanent Supportive Housing (PSH)

All individuals enrolled in a PSH project must have access to monthly case management and a corresponding service plan to help clients achieve long term goals and retain permanent housing. In addition to assessing physical, psychological, and social needs, service plans could explore move on strategies in the event that program assistance ends. During this exploration, case managers must help facilitate the client's relationship with Continuum of Care (CoC), HUD-funded multifamily housing, and mainstream community-based providers.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, it is required that projects provide adequate support throughout the client's enrollment. Projects should maintain flexible case management schedules as required by project needs.

Emergency Shelter (ES) (Entry/Exit and Night-by-Night)

All individuals enrolled in an ES project must have access to case management. Aside from evaluating physical, psychological, and social needs, service plans should focus on supporting the client's goals of obtaining and securing housing as quickly as possible. Though projects should maintain flexible case management schedules as required by project and client needs; weekly case management should be attempted to provide adequate support to a client throughout their enrollment. Case managers are expected to review, monitor, and modify service plans with the client at least monthly.

Street Outreach (SO)

All individuals enrolled in a SO project must have access to case management. Required service plans primarily support the client's goals of obtaining and securing stable housing as quickly as possible.

Service plans may include plans to temporarily stay with friends or family or enter an appropriate residential project, such as emergency shelter or a healthcare facility. When appropriate and desired by the client, service plans could also include goals related to increasing all available sources of income, long-term connections to mental, social, and physical health supports, transportation, and other needs to support housing stability.

Though projects should maintain flexible case management schedules as required by project and client needs; weekly case management should be attempted to provide adequate support to a client throughout their enrollment. Case managers are expected to engage with clients at least monthly to review, monitor, and modify service plans with the client.

ATTACHMENT F

BACKGROUND CHECK REQUIREMENTS

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

- A. Unless Contractor is exempt under section C, Contractor shall obtain:
1. an annual BCI check for each employee or volunteer who has access to DWS customer confidential information; and
 2. a fingerprint-based national criminal history record check from the FBI for each employee or volunteer who provides direct services or who has direct access.
 - a. If Contractor uses the FBI Next Generation Identification fingerprint-based check or Rap Back system, a background check is required only once for the employee or volunteer for as long as Contractor is receiving notification.
- B. Contractor must obtain background checks according to Contractor's qualifications to request background checks.
1. Contractor must be certified or must become certified as a qualifying entity by BCI if Contractor meets the qualifications to request criminal history information under Title 53, Chapter 10, Criminal Investigations and Technical Services Act, and federal law, including Public Laws 105-251, 109-248, and 92-544 (qualified entities working with children or vulnerable adults, fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements identified in subsection B.1, Contractor shall require each employee or volunteer for whom a background check is required to obtain a background check in compliance with section A.
 - a. BCI information may be found at <https://bci.utah.gov/obtaining-utah-criminal-history-records-of-your-employees/>.
 - b. FBI information may be found at <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.
- C. Sections A and B do not apply to a Contractor who is required by law or by another governmental entity (e.g., Child Care Licensing, State Universities, Shelter Licensing) to obtain background checks for employees and volunteers. If Contractor is exempt under this section C, Contractor shall:
1. provide DWS with Contractor's background check policy, which must identify:
 - a. the type of background check required;
 - b. who is required to be background checked;
 - c. the frequency of the background check; and
 - d. the criteria used to determine whether the individual passes or fails the background check;
 2. submit proof to DWS of Contractor's compliance with the law, regulation, or requirement that Contractor obtain background checks; and

3. immediately notify DWS if an employee's or volunteer's shows any criminal history identified in section E.
- D. Contractor shall immediately notify DWS if an employee's or volunteer's record shows any criminal history identified in section E.
- E. Unless otherwise and expressly authorized by DWS, Contractor shall restrict or prohibit an individual from accessing confidential information, providing direct service, or having direct access:
1. until a valid background check is completed; or
 2. if the background check indicates:
 - a. a conviction or plea in abeyance for any matter involving:
 - i. a financial crime, including theft, fraud, identity theft, larceny, and embezzlement;
 - ii. illegal drug use or trafficking;
 - iii. a sexual offense;
 - iv. lewdness;
 - v. domestic violence;
 - vi. battery;
 - vii. a crime against the individual under Title 76, Chapter 5, Offenses Against the Individual, or similar offense in another state; or
 - viii. any Utah felony or class A misdemeanor, or a similar offense in another state; or
 - b. any other conduct or action that, in the judgment of DWS:
 - i. may create a risk of harm to a DWS customer, a minor, or a vulnerable adult; or
 - ii. suggests the individual may compromise confidential information.
- F. A guest is not required to complete a background check. Contractor shall ensure a guest does not have access to confidential information.
- G. If Contractor is a youth service organization, Contractor shall comply with Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).
1. Contractor shall:
 - a. complete a registered sex offender check for each youth worker;
 - b. provide reasonable training in sexual abuse identification and reporting to each youth worker; and
 - c. implement reasonable child abuse prevention policies and procedures as required by Utah Code section 80-8-202 (2024 Senate Bill 158).
 2. Contractor may not employ an individual as a youth worker or allow the individual to volunteer as a youth worker:
 - a. unless Contractor has completed a registered sex offender check for the individual; or

- b. if the individual is registered on the state's Sex and Kidnap Offender Registry or the National Sex Offender Public Website.
- H. Contractor shall be responsible for all expenses associated with each background or other check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS in this Agreement.
- I. Contractor shall maintain records demonstrating Contractor's compliance under this Attachment, including annual and verifiable background or other checks for each individual, and provide such records to DWS upon request.
- J. DWS may terminate this Agreement if Contractor fails to complete a background or other check for an employee or volunteer, fails to maintain records, or otherwise fails to perform its obligations under this Attachment.
- K. Definitions.
 - 1. "BCI" means the Utah Bureau of Criminal Identification.
 - 2. "Confidential information" means personal identifying information, including medical records, clinical records, counseling records, financial records, and case information.
 - 3. "Contractor" means a DWS contractor, subcontractor, grantee, or subgrantee.
 - 4. "Direct access" means an individual has, or likely will have, contact with or access to a minor or vulnerable adult and such contact or access provides the opportunity for personal communication or touch. See Title 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 5. "Direct service" means the provision of services to a minor or vulnerable adult in the physical presence of the minor or vulnerable adult. Services include counseling, mentoring, job coaching, training, job search activities, testing, or providing mental health and medical services.
 - 6. "DWS" means the Utah Department of Workforce Services or its divisions.
 - 7. "DWS customer" means an individual served with funding provided by DWS.
 - 8. "Guest" means an individual in the program temporarily and who will not be allowed unsupervised direct access.
 - 9. "Minor" means an individual under the age of 18 years old.
 - 10. "Vulnerable adult" means:
 - a. an individual 65 years old or older; or
 - b. an adult 18 years old 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 the adult's ability to:
 - i. provide personal protection;
 - ii. provide necessities such as food, shelter, clothing, or medical or other health care;
 - iii. obtain services necessary for health, safety, or welfare;

- iv. carry out activities of daily living;
 - v. manage the adult's own resources; or
 - vi. comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Individual.
11. "Youth service organization" and "youth worker" are defined in Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).

ATTACHMENT G CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT H

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name