



State of Utah



Request for Grant Applications (RFGA) High Quality School Readiness – Expansion (HQSR-E) Grant

Pre-Proposal Meeting: August 4, 2016, 10:00 a.m.

Contract Period: September 1, 2016 – August 31, 2017

Application Submission Deadline: 5:00 p.m. on August 22, 2016

Questions regarding this RFGA can be sent to: schoolreadiness@utah.gov
Questions and answers regarding this RFGA will be posted online: <http://jobs.utah.gov/edo/rfp.html>.
The last day to submit questions will be: August 12, 2016 at 5:00 p.m.

HQSR-E Grant

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High Quality School Readiness – Expansion (HQSR-E) Grant

Background

The Utah State Legislature made one million dollars (\$1,000,000) of Temporary Assistance for Needy Families (TANF) funds available through the Expanded Access to High Quality School Readiness Programs Act, Utah Code §53A-1b-2, to expand access to high-quality school readiness programs for economically-disadvantaged students. The Department of Workforce Services (DWS) is soliciting proposals from private entities that are able to expand high quality pre-school services to low-income four-year-olds.

Purpose:

The High Quality School Readiness Program Expansion Grant (HQSR-E) is intended to expand access to high-quality school readiness programs for eligible students to increase school readiness, improve academic performance, and reduce remediation costs associated with poor academic outcomes. The HQSR-E Grant program provides grant funds to existing private early childhood programs deemed high quality, as determined by the Early Childhood Environment Rating Scale ECERS-3, ECERS-R and additional rubric criteria.

Expected Outcomes

- Increase the number of low-income, four-year-olds served in high-quality preschool programs.
- Participating students show improvement on pre- and post-assessments in numeracy, literacy, and social-emotional skills from preschool to kindergarten entrance.

Who May Apply

The following programs may apply:

- Programs that completed and submitted a “High Quality Certification Request Form” to the Office of Child Care (OCC) by May 30, 2016;
- Programs certified as high quality by OCC; and
- Programs providing or intending to provide preschool services to economically disadvantaged, four-year-old children.

Programs that are already participating in the High Quality School Readiness Grant are not allowed to apply.

PRE-PROPOSAL MEETING

High Quality School Readiness – Expansion (HQSR-E) Grant

Pre-Proposal Meeting: August 4, 2016, 10:00 a.m. MST

Attendance at the Pre-Proposal meeting is not required to apply for this grant, but it is an opportunity for potential applicants to review the RFGA and ask questions. Many applicants find these meetings to be helpful in preparing their grant application. All questions that are discussed in the meeting will be posted online at: <http://jobs.utah.gov/edo/rfp.html> for reference after the meeting.

ONLINE OR BY PHONE

Please have a copy of the RFGA to reference

**August 4, 2016,
10:00 a.m. MST**

Please register for the Pre-Proposal Meeting Webinar here:

1. Please join my meeting, Thursday, August 04, 2016 at 10:00 AM Mountain Daylight Time.
<https://global.gotomeeting.com/join/989247205>
2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.

Dial [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 989-247-205

Audio PIN: Shown after joining the meeting

Meeting ID: 989-247-205

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

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

RFGA DETAILS AND INSTRUCTIONS

GRANT REQUIREMENTS

- Program must have submitted a “High Quality Certification Request Form” by May 30, 2016.
- Only three sites per organization may participate in this grant.
- Programs must have the physical capacity to expand their preschool services to include additional low-income four-year-old children.
- Programs must be able to determine that a child is low-income by using one or more of the following as verification:
 - Qualified for free or reduced lunch;
 - Qualified for Head Start services;
 - Currently receiving public assistance (food stamps, cash assistance, child care subsidy or Medicaid);
 - TANF eligible; or
 - Qualified for Intergenerational Poverty (IGP) Scholarship
- Programs must be in good standing with OCC. Programs currently suspended or have been barred from OCC grant opportunities will not be considered.
- Programs must be willing to follow all grant requirements outlined in Attachment A, Performance Requirements.

PERIOD OF PERFORMANCE AND MONITORING

- Contracts will be active from September 1, 2016 to June 30, 2017 with the option to renew for an additional two years. The option to renew is based on the program maintaining high quality status as determined by the OCC.
- **DWS may terminate the contract at any time based on lack of funding or Grantee’s performance.**
- DWS and its contractors will monitor performance and provide technical assistance to enhance quality for funded programs.

FUNDING DETAILS

- A total of \$1,000,000 in TANF funding is available for this grant opportunity.
- Budget cost proposals must be in accordance with the ten quality criteria listed in Utah Code, §53A-1b-105(1), which is also listed in Attachment A, Scope of Work.
- DWS reserves the right to award partial grants.
- Funding for this grant is supplemental and cannot be used to supplant existing costs.

APPLICATION SUBMISSION INSTRUCTIONS

- Complete the HQSR-E application form and submit it to schoolreadiness@utah.gov by August 22, 2016 by 5:00 p.m.

- Submit one application per site for up to three sites per organization.
- Complete and submit the Attachment D, Budget Narrative Form for each site application.
- Applications must include both a certificate of liability insurance and copy of business license.
- Incomplete applications will not be considered.

EVALUATION AND AWARD PROCESS

- Grant proposals will be evaluated and scored on a competitive basis using certain criteria and measurements. See Attachment C, Scoring Rubric.
- Incomplete proposals or failure to comply with proposal submission guidelines will not be considered for scoring.
- Proposals scoring below 70 points may not be considered for an award.
- Awards will be made to the successful applicant(s) whose proposals are determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA. DWS reserves the right to reject any and all proposals or withdraw an offer at any time. During the grant review period, participants must be available for questions or clarifications as needed.
- Grant proposals will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the grant application. This form can be found at: <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

IF YOU HAVE QUESTIONS

Questions regarding this RFGA can be sent to: schoolreadiness@utah.gov.

Questions and answers regarding this RFGA will be posted

online: <http://jobs.utah.gov/edo/rfp.html>. The last day to submit questions will be: August 12, 2016 by 5:00 p.m.

ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, a written addendum to the original RFGA will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html>.

Attachment – A

Performance Requirements

High Quality School Readiness – Expansion (HQSR-E) Grant

GRANTEE RESPONSIBILITIES

Grantee and funded program must comply with the requirements listed below. Failure to do so may result in immediate termination of the High Quality School Readiness Expansion grant.

1. Administration

Grantee must perform all tasks as proposed by the grantee in the grant application. Any deviations from the original grant application must be approved in writing by the Department of Workforce Services (DWS), Office of Child Care (OCC). The DWS, OCC reserves the right to deny any changes to original proposal.

2. Collaboration With Utah State Board of Education (USBE)

Grantee must work in conjunction with USBE to assign a statewide unique student identifier to each student who is enrolled in the provider's school readiness program in the student's last year before kindergarten.

3. Grantee Orientation Meeting

Grantee must attend a grantee orientation meeting to be provided by DWS, OCC. Grantee will receive notification of time and location upon award.

4. Elements of High Quality

Grantee must maintain high quality preschool services at all times during the grant period, which includes providing:

- a. An evidence-based curriculum that is aligned with all of the developmental domains and academic content areas as defined in the Utah Early Childhood Standards adopted by the State Board of Education;
- b. Intentional and differentiated instruction in whole group, small group, and child-directed learning, including the following academic content areas:
 - i. oral language and listening comprehension;
 - ii. phonological awareness and pre-reading;
 - iii. alphabet and word knowledge;
 - iv. pre-writing;
 - v. book knowledge and print awareness;
 - vi. numeracy;
 - vii. creative arts;
 - viii. science and technology; and
 - ix. social studies, health and safety.
- c. Ongoing, focused and intensive professional development for staff of the school readiness program;
- d. Ongoing assessment of a student's educational growth and development progress to inform instruction;
- e. Ongoing program evaluation and data collection to monitor program goal achievement and implementation of required program components;
- f. A pre- and post-assessment of each student whose parent or legal guardian consents to the assessment;
- g. Family engagement, including ongoing communication between home and school, and parent education opportunities based on each family's circumstances;

- h. A class size that does not exceed child care licensing requirements; and
 - i. All teachers, by the second year of employment must have obtained an education equivalent at least to one of the following:
 - i. Minimum standard of a child development associate certification; or
 - ii. An associate or bachelor's degree in an early childhood education related field.
5. **Observations**
Each year the program must be recertified as high quality through an on-site observation conducted by DWS,OCC. Evidence compiled by the program for specific measures of quality will also be examined.
6. **Allowable and Unallowable Costs**
Program expenses must align with Attachment B, Allowed and Disallowed Costs.
7. **Expense Reimbursement**
- a. Programs shall submit requests for reimbursement of expenses using the reimbursement template(s) provided by DWS, OCC;
 - b. Requests for reimbursement must be submitted no less than four times per contract year;
 - c. Generally, reimbursements are paid within 30 days of receipt but may be affected by accuracy of invoice and approval by DWS Finance Division;
 - d. Salary and fringe benefit documentation must be submitted with all invoices; and
 - e. Grantee must submit all supporting documentation for invoiced purchases upon request by the DWS, OCC.
8. **Budget**
- a. Funds cannot be moved from **Category III** to **Category I**.
 - b. Budget changes of 10 percent or more, in any category, require the following:
 - i. Submission of a Budget Change form;
 - ii. A detailed, written explanation of budget request change. If budget request changes are for purchase of supplies or equipment, the written request must be itemized;
 - iii. Written approval by the designated DWS, OCC Program Specialist; and
 - iv. Unspent funds from one contract year cannot be carried over into the next contract year.
9. **Renewal**
Eligibility for renewal for a second or third year of funding will be determined based on the most current on-site observation, grantee observation throughout the grant year, and availability of funds. In addition, programs must demonstrate that the required number of low-income children are being served. Programs must also make an annual report which includes:
- a. How the respondent used the grant awarded;
 - b. Participation in any partnerships between an LEA, eligible provider, or eligible home-based technology provider; and
 - c. The results of any evaluations.
- Programs must participate in the annual evaluation which is to be conducted by a contractor designated by USBE and DWS, OCC.
10. **Documentation**
Documentation that includes the following must be kept on-site for possible review by DWS staff and state and federal auditors. Copies of all paperwork related to the grant should be maintained in an organized, easy-to-read format for four years past the termination date of the grant or until all audits initiated within the four years have been completed, whichever is later. This includes:
- a. Invoices;
 - b. Copies of all documentation related to expenses billed to DWS;

- c. Evidence of completion of professional development activities by staff paid for with grant funds. Sign-in/out sheets and reports for the target months;
- d. Documents demonstrating how eligibility was determined; and
- e. Attendance records for children that expansion money was used to support.

11. Reporting

Reports must be prepared according to DWS, OCC reporting guidelines. The grantee will submit a mid-year report no later than January 19, 2017. An end of year report will be due no later than June 30, 2017. DWS, OCC will provide training on report format and content at the grant orientation meeting.

DWS, OCC RESPONSIBILITIES:

1. At least one on-site observation will be conducted each year to verify high-quality programming has been maintained;
2. At least one site visit will be conducted in addition to the observation each year to ensure contract compliance;
3. Provide technical assistance that supports the grantee in maintaining high quality status; and
4. Provide resources to programs to support staff to receive Child Development Associate (CDA) credential.

Attachment - B
Allowed and Disallowed Costs
 High Quality School Readiness Expansion Grant

The following list identifies appropriate uses of Temporary Assistance for Needy Families (TANF) funding that align with the purposes of this grant opportunity.

Allowed	Disallowed
<ul style="list-style-type: none"> • Advertising • Audit costs and related services • Compensation (i.e. salaries, wages, fringe benefits, pension, retirement benefits, severance pay) • Eligibility determination (i.e. completing forms, gathering documentation) • Insurance and indemnification • Materials, supplies and furniture for child care rooms • Meetings and conferences • Memberships (i.e. business, professional organizations) • Professional Services • Publication and printing • Rental costs of building and equipment • Training and education • Transportation Costs 	<ul style="list-style-type: none"> • Building purchases, facilities, land or real estate • Capital expenditures (unit cost of \$5,000 or more) • Construction (i.e. new buildings, remodeling, renovation) • Entertainment (i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities) • Entertainment related food service costs (i.e. catered parties or holiday parties for staff or clients, award dinners) • Mortgage payments • Vehicle purchases • Stipends and honorariums • Supplanting • Sales Tax • Foreign travel



Utah Office of Child Care - Department of Workforce Services
HIGH QUALITY SCHOOL READINESS-EXPANSION GRANT
ATTACHMENT C: RFGA EVALUATION FORM

Organization: _____ Program Site Name: _____
 Evaluator # _____ Proposal # _____

1. Provide a brief description of your organization. Include the organization’s level of administrative support and leadership to effectively implement, monitor and evaluate the program. (Points Possible: 5)			
<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-2 Points)</p> <ul style="list-style-type: none"> One of the components is addressed. Lacks substance with limited information about the organization. 	<p>Somewhat Rigorous (3 points)</p> <ul style="list-style-type: none"> Two of the components are addressed. Provides adequate information to understand the organization’s objectives. 	<p>Most Rigorous (4-5 points)</p> <ul style="list-style-type: none"> All three components are addressed. There is a detailed summary of the organization and its objectives.
<p>COMMENTS:</p>		<p>Points Possible for #1: 5</p> <p>Points Awarded: _____</p>	

2. Provide specific data about your community that demonstrates a need for funding in your geographical area. (Points Possible: 10)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-3 Points)</p> <ul style="list-style-type: none"> The explanation is unclear as to the need for the program in the community to be served. There is no data provided to support the need for the program, or the data provided is general in nature and not specific to the community. 	<p>Somewhat Rigorous (4-7 points)</p> <ul style="list-style-type: none"> Needs are expressed, but the program did not include how or why those specific needs were identified. A summary of the needs data is provided, but it does not appear to present a complete picture of the needs of the community. 	<p>Most Rigorous (8-10 points)</p> <ul style="list-style-type: none"> The needs of youth and the community are assessed and specific data and sources are included. There is a detailed summary that clearly demonstrates a need for the program.
<p>COMMENTS:</p>		<p>Points Possible for #2: 10</p> <p>Points Awarded: _____</p>	

3. Describe your policies and procedures for admitting students into the program. (10 Points Possible)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-3 Points)</p> <ul style="list-style-type: none"> There is an inadequate amount of information provided. Very limited description of policies and procedures for admitting students. 	<p>Somewhat Rigorous (4-7 Points)</p> <ul style="list-style-type: none"> Information is sufficient to show the existence of policies and procedures. Policies and procedures seem fair and applicable to the program. 	<p>Most Rigorous (8-10 Points)</p> <ul style="list-style-type: none"> Detailed policies and procedures are in place. Policies and procedures are fair and equitable for students and are clearly outlined.
<p>COMMENTS:</p>		<p>Points Possible for #3: 10</p> <p>Points Awarded: _____</p>	

4. How will the funding be targeted towards the highest risk children, including children at risk of experiencing intergenerational poverty? (10 Points Possible)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-3 Points)</p> <ul style="list-style-type: none"> There is an inadequate amount of information provided. Many of the components of the question are missing in the answer. 	<p>Somewhat Rigorous (3-7 Points)</p> <ul style="list-style-type: none"> Addressed some components of the question. Some information is provided to determine how funding is targeted. 	<p>Most Rigorous (8-10 Points)</p> <ul style="list-style-type: none"> Thoroughly addresses all components of the question. Included in-depth information regarding how the funding will be used to target the mentioned populations.
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<p>COMMENTS:</p>	<p>Points Possible for #4: 10</p> <p>Points Awarded: _____</p>
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5. Explain how your organization will expand services to low-income four-year-old children and how many additional children will be served. (Points Possible: 20)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-6 Points)</p> <ul style="list-style-type: none"> There is an inadequate amount of information provided. Very limited detail on how the services will be expanded for the specific program. 	<p>Somewhat Rigorous (7-13 Points)</p> <ul style="list-style-type: none"> Information is sufficient to show that the program has a plan to expand services. Lacks detail on specifics of the plan to expand services or plan seems unrealistic. 	<p>Most Rigorous (14-20 Points)</p> <ul style="list-style-type: none"> Thoughtful plan to expand services for the program. Addresses how services will be expanded and includes how many additional children will be served.
<p>COMMENTS:</p>		<p>Points Possible for #5: 20</p> <p>Points Awarded: _____</p>	

6. Describe how your organization will recruit and retain quality staff and include minimum job requirements for the positions needed such as education and work experience. (Points Possible: 15)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-5 Points)</p> <ul style="list-style-type: none"> There is an inadequate amount of information provided. Many of the components of the question are missing in the answer. 	<p>Somewhat Rigorous (6-10 Points)</p> <ul style="list-style-type: none"> Addressed some components of the question. Includes a sufficient recruitment plan with some information regarding job requirements. 	<p>Most Rigorous (11-15 Points)</p> <ul style="list-style-type: none"> Thoroughly addresses the recruitment plan. Included in-depth information regarding recruitment practices, job requirements and plan to retain staff.
<p>COMMENTS:</p>		<p>Points Possible for #6: 15</p> <p>Points Awarded: _____</p>	

7. Provide a timeline that details when the program will enroll children, hire staff and begin providing services. (5 Points Possible)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-2 Points)</p> <ul style="list-style-type: none"> Limited information provided on timeline. Does not include specific dates or details to address components of the question. 	<p>Somewhat Rigorous (3 Points)</p> <ul style="list-style-type: none"> Addresses some components of the question with adequate information regarding timeline. Provides dates and some details, but timeline seems unrealistic. 	<p>Most Rigorous (4-5 Points)</p> <ul style="list-style-type: none"> Thoroughly addresses the components of the question with a detailed timeline. Timeline includes specific dates and seems reasonable for the program's needs.
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<p>COMMENTS:</p>	<p>Points Possible for #7: 5</p> <p>Points Awarded: _____</p>
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8. How will the program collaborate with the independent evaluator to assure all children received pre- and post-assessments in a timely manner? (5 Points Possible)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-2 Points)</p> <ul style="list-style-type: none"> Limited information provided. Does not provide a clear answer to address how collaboration will be conducted. 	<p>Somewhat Rigorous (3 Points)</p> <ul style="list-style-type: none"> Addresses how the program will collaborate, but fails to provide details. Does not demonstrate an adequate plan to provide pre- and post-assessments timely. 	<p>Most Rigorous (4-5 Points)</p> <ul style="list-style-type: none"> Thoroughly addresses how the program will collaborate with the evaluator. Includes details regarding timely pre- and post-assessments.
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<p>COMMENTS:</p>	<p>Points Possible for #8: 5</p> <p>Points Awarded: _____</p>
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9. Describe in detail how the organization will utilize funding to meet the requirements of this grant. This narrative should align with the proposed budget (Attachment D). (20 Points Possible)

<p>Unanswered (0 Points)</p> <ul style="list-style-type: none"> Only choose this option if the applicant failed to include an answer to the question. 	<p>Marginal (1-7 Points)</p> <ul style="list-style-type: none"> Limited information provided to support budget needs. Budget details do not match the proposed budget line items on the attachment. 	<p>Somewhat Rigorous (8-14 Points)</p> <ul style="list-style-type: none"> Information adequately supports the budget needs. Some details align with the proposed budget line items and costs are reasonable for the grant purpose. 	<p>Most Rigorous (15-20 Points)</p> <ul style="list-style-type: none"> Thoroughly describes how funding will be utilized. Most or all of the details align with the proposed budget line items and are reasonable for the grant purpose.
<p>COMMENTS:</p>		<p>Points Possible for #9: 20</p> <p>Points Awarded: _____</p>	
<p>OVERALL PROPOSAL COMMENTS:</p>		<p>TOTAL POINTS POSSIBLE: 100</p> <p>TOTAL POINTS AWARDED: _____</p>	

Utah Office of Child Care - Department of Workforce Services

Attachment D - Proposal Budget Form

High Quality School Readiness Expansion Grant

September 1, 2016 - June 30, 2017

Organization:	s

	Expenses for: September 1, 2016 - August 31, 2017
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CATEGORY I – ADMINISTRATIVE EXPENSES
Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of your total grant budget per year.

1. Salaries	\$0.00
2. Fringe Benefits	\$0.00
3. Indirect Costs	\$0.00
Total Category I Administrative Expenses	\$0.00

CATEGORY II – CAPITAL EXPENDITURES

Total Category II Capital Expenditures	N/A
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CATEGORY III – PROGRAM EXPENSES
Program Expenses Note: Funding cannot be moved from Category III to Category I.

1. Salaries	\$0.00
2. Fringe Benefits	\$0.00
3. Program Equipment	\$0.00
4. Program Supplies	\$0.00
5. Program Related Travel & Transportation	\$0.00
6. Professional Development & Training	\$0.00
7. Contract Services & Professional Fees	\$0.00
Total Category III Program Expenses	\$0.00

TOTAL EXPENSES CATEGORIES I, II and III	\$0.00
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ATTACHMENT A
Department of Workforce Services
Grant Terms and Conditions

For funding subject to the federal reporting requirements in place after December 26, 2014

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DWS's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six years after the Grant terminates or until all audits initiated within the six years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DWS.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
 - b. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Grant. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
 - i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
 - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
7. **MONITORING:**

- a. DWS shall have the right to monitor GRANTEE'S performance under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to the GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
 - b. If it is discovered through monitoring that the Grantee is in default (not in compliance with the grant agreement), the Grantee may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between the Grantee and DWS.
 - c. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
9. **GRANT RENEWAL:** Renewal of Grant will be solely at the discretion of DWS.
10. **RENEGOTIATION OR MODIFICATIONS:** This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
11. **GRANT TERMINATION:**
- a. **Termination for Cause:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. DWS will give the GRANTEE only one opportunity to correct and cease the violations.
 - b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
 - c. **No-Cause Termination:** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Fund-Out Termination:** GRANTEE acknowledges that DWS cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DWS cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DWS fails to receive appropriations then DWS may, by giving at least 30 days advance written notice, terminate this Agreement. DWS will reimburse GRANTEE for services performed up through the date of cancellation.
 - e. **Attorneys' Fees and Costs:** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the

unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

f. Remedies for Grantee's Violation:

- i. In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
- ii. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DWS is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

12. **CITING DWS IN ADVERTISING:** Grantee agrees to give credit to DWS for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DWS.

13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DWS's drug-free workplace policies while performing services under this Agreement.

14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DWS upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DWS. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or they may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied.

DWS will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.

15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DWS, GRANTEE'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 Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

16. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.

17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days notice of reduction.

18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing

data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Grant.

19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant.

For GRANTEES receiving any Federal funds: By signing this Grant, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

20. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS's Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

- d. If GRANTEE is a Non-Profit Organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31st of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.
21. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DWS monitors.
22. **SEPARABILITY:** A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.
23. **INDEMNITY:**
- **IF THE GRANTEE IS A GOVERNMENTAL AGENCY:** Both parties to this agreement are governmental entities as defined 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.
 - **IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY:** The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, employees, sub-grantees, or sub-contractors, but not for claims arising from the State's sole negligence.
24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.
25. **GRIEVANCE PROCEDURE:** The GRANTEE agrees to establish a system which recipients of services provided under this Grant may present grievances about the operation of the program as it pertains to and affects said recipient. The GRANTEE will advise

recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by DWS. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify DWS of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to DWS for processing through DWS's Administrative Process.

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

27. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**

- a. Federal cost principles determine allowable costs in DWS Grants. They can be found in publications by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

Table 1: Cost Principles

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

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
 - iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both

actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

- d. **Third-Party Reimbursement and Program Income:** The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to 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.

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

29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Administration” or Category II, “Capital Expenditures” or between Categories I and II, without prior written approval by 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. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

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

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

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

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

The GRANTEE is obligated to notify DWS of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, DWS may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a written statement to DWS which shall include. :

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

31. NON-FEDERAL MATCH: For those Grants requiring a non-federal match, said match shall be:

- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
- b. Allowable under applicable cost principles.
- c. Not paid by the Federal Government under another award except where authorized by Federal statute.
- d. In accordance with the appropriate Federal grant being matched.
- e. Invoices submitted to DWS should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

32. REQUIRED INSURANCE:

Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

- a. *General Liability Insurance and/or Comprehensive General Liability Insurance:* To protect against liability, loss and/or expense in connection with GRANTEE'S performance described under this contract, GRANTEE shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. GRANTEE'S must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the GRANTEE of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
 - i. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. Before signing this Contract, a non-governmental GRANTEE or Subcontractor shall obtain from its insurer(s) and shall provide to DWS certificates of insurance and "additional insured" endorsements indicating the required coverage is in effect and that the insurer shall give DWS thirty (30) days' notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request

from DWS, a non-governmental GRANTEE or Subcontractor shall provide DWS with evidence the GRANTEE or Subcontractor has the insurance coverage required by this Contract.

- iii. It shall be the responsibility of GRANTEE to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the GRANTEE.
- b. *Automobile Insurance:* If the GRANTEE'S services involve transporting any clients or goods for the DWS, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the Subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.
- c. *Professional Liability Insurance:* If the GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.
- d. *Worker's Compensation and Employers' Liability Insurance:* GRANTEE 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. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. GRANTEE acknowledges that within thirty (30) days of contract award, the GRANTEE and/or GRANTEE'S subcontractors must submit proof of certificate of insurance meeting the above requirements.

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

33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the GRANTEE'S audit, and accounted for in the GRANTEE'S financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must

come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to DWS through the Cost Reimbursement form.

35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.
36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to DWS through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.

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

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

- "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
- "Minor" means any person under the age of 18.
- "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - provide personal protection;
 - provide necessities such as food, shelter, clothing, or medical or other health care;
 - obtain services necessary for health, safety, or welfare;
 - carry out the activities of daily living;
 - manage the adult's own resources; or
 - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

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

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

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

J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

ATTACHMENT G

Department of Workforce Services

Financial Reporting Requirements

For all fund, including those subject to the federal reporting requirements in place AFTER December 26, 2014

I. General Requirements

A. No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity

There are no Federal, State, or DWS financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed herein are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies, owned by either one person or by a husband and wife, are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Subrecipients providing services in an individual capacity are still subject to financial review by DWS and/or other government entities.

B. No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$25,000 From DWS in a Single Fiscal Year

Contracting organizations that receive less than \$25,000 from DWS in a single fiscal year have no financial reporting requirement to DWS unless specifically required by DWS. However, they are still subject to financial review by DWS.

C. Compliance with Applicable Financial Laws

The Subrecipient shall comply with all applicable federal and state laws regarding financial reports. The Subrecipient shall comply with all applicable requirements set forth in: 1) 2 CFR 200 Subpart F, *Audit Requirements* published by the federal government; and 2) the *State of Utah Compliance Audit Guide* (SCAG), issued by the State Auditor's Office. Federal, State, and DWS Financial Reporting Requirements are listed below as a reference guide to the various financial reporting requirements. The information is not exhaustive and the Subrecipient understands that it is obligated to seek independent legal and/or accounting advice. Links to the applicable federal and state financial reporting requirements are in Table 1, *Federal, State, and DWS Financial Reporting Requirements*, below.

Table 1: Federal, State, and DWS Financial Reporting Requirements	
Policy	Internet Site
2 CFR 200 Subpart F, “Audit Requirements”	http://www.ecfr.gov/cgi-bin/text-idx?SID=d46bc55b614c7279600cd3c4bf06569d&mc=true&node=sp2.1.200.f&rgn=div6
Utah Code	http://le.utah.gov/UtahCode/title.jsp
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code.htm
SCAG	http://auditor.utah.gov/local-government-2/publications/state-compliance-guide/

D. Additional Financial Reporting Requirements for DWS Grants

In addition to the financial reporting requirement set forth in 2 CFR 200 Subpart F, “Audit Requirements” and the SCAG, this Grant requires the Grantee to submit various financial reports to DWS, as set forth below in a separate column in *Table 2: Federal, State and DWS Auditing Requirements*.

E. The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required

Whether or not a Subrecipient is required to obtain and submit an annual audit or other financial reports is determined by the Subrecipients’s entity type, the amount, and source of government funds that the Subrecipient expends during a given year.

Based on the SCAG, DWS requires all Subrecipients, except sole proprietorships, to submit an audit prepared according to government auditing standards whenever the Grantee has \$350,000 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.).

Unaudited reports may be required of Grantees with total revenues under \$350,000.00 (see *Table 2: Federal, State and DWS Auditing Requirements*).

If GRANTEE is a non-profit organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31st of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.

II. Definitions

Federal Funds means Federal financial assistance that a Subrecipient receives directly from Federal awarding agencies or indirectly from pass-through entities.

Government Funds means financial assistance that a Subrecipient receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.

OMB means the federal Executive Office of the President, Office of Management and Budget.

OMB Circular means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

Pass-Through Entity means an entity (such as DWS) which receives federal funds and then passes those funds through to Subrecipients, to carry out a project related to the federal award.

Service Provider means a private or governmental entity that receives funds from DWS for services provided to DWS clients under a program developed by DWS.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Pass-Through Entity for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Grant is funded solely by State funds.

III. Subrecipient's Submission Of Required Audits And Other Financial Reports:

A. Deadlines

The Subrecipient shall be bound by 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG submission deadlines for audits and financial reports (see *Table 2: Federal, State and DWS Auditing Requirements*, below).

The Subrecipient may request an extension to the deadline for required DWS reports by contacting DWS at the address below. However, the Subrecipient understands that DWS can extend only those deadlines for reports required by DWS. Subrecipients must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

B. Addresses

The Subrecipient shall submit all audits and financial reports to the entities identified in the applicable law, 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG. See also *Table 2: Federal, State and DWS Auditing Requirements*, below.

Where the Subrecipient is required to submit audits and financial reports to DWS under 2 CFR 200 Subpart F, the SCAG and DWS Grant provisions, the Subrecipient shall submit the required audits and financial reports to the following address:

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

C. Additional Definitions Used In This Part:

Audit Findings means a schedule of all costs questioned by the auditor relative to Government Funds.

Compliance Opinion means an auditor's opinion that Subrecipient has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.

Federal Clearinghouse means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132."

Financial Statements means financial reports of the Subrecipient's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Subrecipient, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.

GAAP means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards, and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.

GAS means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.

Non-profit Organization means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers.

Program-Specific Audit means an audit of one specific federal program, using GAGAS standards, as described in 2 CFR 200.501(c) and 2 CFR 200.507.

Reporting Package means the auditor's package of financial reports as defined in 2 CFR 200.512, and shall include Financial Statements and Schedule of Expenditures of Federal Awards, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.

SCAG means the State Compliance Audit Guide issued by the State Auditor's Office.

Single Audit means an audit that includes both the Subrecipient's Financial Statements and the Federal awards using GAGAS standards, as described in 2 CFR 200.514.

Statement of Functional Expense means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.

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Table 2: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	\$750,000 or more expended in Federal Funds	Single Audit or Program Specific Audit, using GAGAS standards. (2 CFR 200.501, 2 CFR 200.507, and 2 CFR 200.514) <u>Financial Reports Required from Grantee:</u> 1. Data Collection Form as described in 2 CFR 200.512 (a), (b) and (d) -to Federal Audit Clearinghouse 2. Reporting Package- to: (a) Federal Audit Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (2 CFR 200.512 (c) and (d))	Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: 1. Copies of the entire <u>Single Audit or Program Specific Audit report</u> 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. (The SCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)	1. <u>This Grant also requires Grantee to submit the following:</u> a. Auditor's Management Letter; and b. Upon request by DWS, (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by 2 CFR 200 Subpart F) (3) For non-profit Grantees, the statement of Functional Expenses.	1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (2 CFR 200.512(a)(1)) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$750,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (2 CFR 200.501(d))	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards. b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings. See Utah Admin. Code Rule R123-5 "Audit Requirements for Audits of Political Subdivisions and Nonprofit Organizations." § 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.	Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds: 1. Copy of the Entire Audit Report required by the SCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SCAG to submit any financial reports, DWS requires: 1. Unaudited CPA Review; and 2. Statement of Functional Expenses.	Within six (6) months after end of Grantee's fiscal year Utah Code Ann. § 51-2a-202

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.	Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds): 1. Unaudited CPA Review; and 2. Statement of Functional Expenses IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year
	Less than \$100,000 but \$25,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All Grantees: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (6) months after end of Grantee's fiscal year
All Contracting Entities	Less than \$25,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved by the State Auditor	NO REQUIREMENTS	Within six (6) months after end of Grantee's fiscal year

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