

State of Utah

Department of Workforce Services
Office of Child Care

Request for Grant Applications (RFGA)* Fiscal Year 2015 & Fiscal Year 2016

Summer Youth Program Grant

Funding Available for Summer Programs Serving Youth Ages 5 to 18

Pre-Proposal Meeting: Friday, February 13, 2015

Contract Begins: Wednesday, April 1, 2015

APPLICATION DUE: Monday, March 2, 2015

***Highlighted sections in yellow reflect changes made on 02/18/2015 to the original RFGA**



Summer Youth Program Grant

Utah Office of Child Care - Department of Workforce Services

Proposal Packet Fiscal Year 2015

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Utah Office of Child Care

A Division of the Utah Department of
Workforce Services

SUMMER YOUTH PROGRAM GRANT

Background & Purpose

The summer months can be a time for youth to experience both academic and enrichment opportunities to combat “summer learning loss”, but many youth do not have access to summer learning programs. In Utah, only 16% of youth participate in a summer program. Yet, 55% of parents of youth who do not participate in a summer program are interested in having their child participate and 76% of parents of youth support public funding of summer programs.¹ As a result, the Utah Office of Child Care (OCC), a Division of The Department Workforce Services (DWS), will utilize funds from the Child Care Development Fund (CCDF) and Temporary Assistance for Needy Family Fund (TANF) to provide grant opportunities for organizations offering high quality summer youth programs. These summer programs support working parents and families by providing safe, age-appropriate, accessible, and affordable high quality programming when school is not in session.

During the summer months, knowledge and skills youth acquired during the regular school year tends to deteriorate.² Summer youth programs offer the potential to reduce the impact of “summer learning loss” by enabling youth to master concepts they struggled with during the regular school year and achieve overall gains in learning, allowing youth to enter the next grade better prepared.³ In addition to academic activities, summer youth programs offer the opportunity for youth to be engaged in beneficial enrichment activities. These activities help to create an important balance in the program and increase the likelihood youth attend on a regular basis. Regular attendance ensures youth receive the benefits of both academic and enrichment programming.⁴

Current Grant Opportunity

The Summer Youth Program Grant is open to afterschool/out-of-school time organizations across Utah interested in increasing access and availability of their summer youth programs to meet the needs of Utah families. Programs must collaborate with other public and/or private entities; incorporate parental and/or family involvement; provide prevention and education programming; support academic achievement; offer enrichment and recreation opportunities; provide appropriate training for staff and volunteers; and adhere to specific quality, safety, data, and reporting expectations as designated by OCC - DWS.

Expected Outcomes

The three (3) expected outcomes for the Summer Youth Program Grant include:

1. Expand the number of summer youth programs across Utah.
2. Increase access and availability for youth of Utah families to participate in high quality summer youth programs.
3. Reduce the impact of “summer learning loss” in the areas of reading and math learning.

¹. America After 3 PM, “Special Report on Summer: Missed Opportunities, Unmet Demand”, Afterschool Alliance, (May 2010).
http://www.afterschoolalliance.org/documents/Special_Report_on_Summer_052510.pdf.

². Harris Cooper, Jeffrey C. Valentine, Kelly Charlton, and April Melson, “The Effects of Modified School Calendars on Student Achievement and on School and Community Attitudes,” *Review of Educational Research* 73, no. 1 (2003): 1-52, doi: 10.3102/00346543073001001;
Karen Patton and Amy L. Reschly, “Using Curriculum-Based Measurement to Examine Summer Learning Loss,” *Psychology in The School* 50, no. 7 (2013): 738-753, doi:10.1002/pits.21704.

³. Jennifer McCombs, Catherine H. Augustine, Heather L. Schwartz, Susan J. Bodily, Brian Mcinnis, Dahlia S. Lichter, and Amanda Brown Cross, “Making Summer Count: How Summer Programs Can Boost Children’s Learning,” RAND Corporation (Spring 2011).
http://www.rand.org/content/dam/rand/pubs/monographs/2011/RAND_MG1120.pdf.

⁴. Megan K. Beckett, “Current-Generation Youth Programs: What Works, What Doesn’t, and At What Cost?” RAND Corporation (2008).
http://www.rand.org/content/dam/rand/pubs/occasional_papers/2008/RAND_OP215.pdf;

Susanne R. Bell and Natalie Carrillo, “ Characteristics of Effective Summer Learning Programs in Practice”, *New Directions for Youth Development* 2007, no. 114 (2007): 45-63, doi: 10.1002/yd.212;

Suzie Boss and Jennifer Railsback, “Summer School Programs: A Look at the Research, Implications for Practice, and Program Sampler,” *Northwest Regional Educational Laboratory* (September 2002). <http://www.whatkidscando.org/archives/whatslearned/NRELreport.pdf>;

Brenda McLaughlin and Sarah Pitcock, “Building Quality in Summer Learning Programs: Approaches and Recommendations,” *The Wallace Foundation* (September 2009). <http://www.wallacefoundation.org/knowledge-center/summer-and-extended-learning-time/summer-learning/Documents/Building-Quality-in-Summer-Learning-Programs.pdf>.

PRE-PROPOSAL MEETING

Summer Youth Program Grant

Pre-Proposal Meetings: Friday, February 13, 2015

Attendance at the Pre-Proposal Meeting is not required to apply for the grant, but is an opportunity to review the RFGA and ask questions. Many applicants find it helpful in preparing their grant application. There are two options for attending: in person or online or phone. Questions asked at the pre-proposal meeting, with their answers, will be posted online at <http://jobs.utah.gov/edo/rfp.html>.

IN PERSON

Please have a copy of the RFGA to reference

Friday, February 13, 2015

10:00 A.M. - 12:00 P.M.

Salt Lake City, Utah

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

ONLINE OR BY PHONE

Please have a copy of the RFGA to reference

Friday, February 13, 2015

10:00 A.M. - 12:00 P.M.

Please register for the Pre-Proposal Meeting:

<https://attendee.gotowebinar.com/register/7833069633857664513>

Webinar ID: 129-088-499

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

Note: You will want to log in early and run the startup in order to 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.

FOR QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS:

Questions should be directed to

dws-occafterschoolgrants@utah.gov

OVERVIEW

WHO MAY APPLY

- ❖ **Organizations** currently receiving less than \$244,000 in Fiscal Year 2015 (July 1, 2014 – June 30, 2015) in DWS-OCC afterschool/out-of-school time grant(s) funded by the Child Care and Development Fund (CCDF) and/or the Temporary Assistance for Needy Families (TANF).
- ❖ **Programs intending to:**
 - a) Expand an existing school year afterschool/out-of-school time program operating at least 10 hours per week and 32 weeks to include a summer program per RFGA requirements; or
 - b) Expand an existing summer program that was in operation in the Summer of 2014 by:
 - i. Increasing the hours per week and/or number of weeks; or
 - ii. Offering additional programming and services.
- ❖ Programs serving an Average Daily Attendance (ADA) of 15 youth.
- ❖ Public and private schools; public or private not-for-profit organizations; public or private for-profit organizations; faith-based organizations; state departments and agencies; units of local governments; and Indian tribal governments.
 - Programs that have a religious affiliation will be required to provide assurances that grant funds will not be used for religious instruction.
- ❖ Entities and/or programs that have not been suspended for failure to perform under the terms and conditions of a prior grant administered by DWS. Programs that have been suspended in a prior contract are not eligible to apply for another grant from DWS for the period designated in the DWS Suspension Policy.

PROGRAM REQUIREMENTS

- ❖ Programs may be conducted during the week, weekends, interim periods, or any other time youth are unsupervised. Funding is not available for one-time programming or sporadic club activities.
- ❖ Programs must provide a regular, formally supervised summer program for youth ages 5-18 for a minimum of 20 hours per week and 8 weeks during the summer months. For the purposes of this grant, a week is defined as a minimum of 4 days. See Attachment G, *Definitions*.
- ❖ Programs must allow youth to attend all hours of programming.
- ❖ Programs must provide a balance of reading, math, and enrichment activities. Proposals entirely academic or entirely enrichment will not be considered.
- ❖ Programs must be open to all youth regardless of race, religion, political ideology, physical ability, and ability to pay. If fees are charged, a sliding fee scale must be made available or child care assistance (subsidy) accepted in order to provide equal access for families of all income levels.
- ❖ Applicants may not subcontract with a single entity to administer the summer program. The organization applying must provide program administration. This includes and is not limited to:
 - Hiring and employing the site coordinator or director;
 - Responsible for program structure and development;
 - Operating as the DWS grant contact;
 - Providing DWS progress and financial reports;
 - Marketing the program;
 - Maintaining fiscal accountability; and
 - Program compliance and responsibility.

See Attachment A, *Scope of Work* for detailed requirements.

PERIOD OF PERFORMANCE & MONITORING

- ❖ Contracts will be for a three year period from **April 1, 2015 to August 31, 2018**.
- ❖ **DWS may terminate the contract at any time based on lack of funding and/or grantee's performance.**
- ❖ Programs must start no later than two weeks after the official last day of school for the school district(s) served in the 2014-2015 School Year. If a program serves youth in more than one school district, the program must begin no later than two weeks after school ends, in the district ending earliest.
- ❖ Entities must meet reporting requirements for the contract to continue yearly.
 - Entities are responsible for collecting information, compiling and submitting reports related to operation of the summer programs.
- ❖ DWS and its contractors will monitor performance and provide technical assistance to enhance quality for funded summer programs.

FUNDING DETAILS

- ❖ The grant funding pool is \$1,000,000 in Child Care Development Funds (CCDF) to award grants to organizations serving youth ages 5-12 and \$1,000,000 in Temporary Assistance for Needy Families Funds (TANF) to award grants to organizations serving youth ages 13-18.
- ❖ Organizations may apply for a minimum of \$10,000 to a maximum of \$65,000 per site per year. Funding may only be spent on expenses related to the summer youth program.
- ❖ The total grant pool will be distributed by DWS Economic Service Area (ESA). See Attachment E, *DWS Economic Service Area Map*, according to 5-18 year old youth population in each area, or by the minimum funding amount designated for each area. Applicant organizations are limited to four (4) individual site proposals per DWS ESA.
- ❖ DWS reserves the right to award partial grants.
- ❖ The grant cannot be used to supplant existing afterschool/out-of-school time allocations.

EVALUATION AND AWARD

- ❖ Grant proposals will be evaluated and scored on a competitive basis; within the ESA the program site is located, using the criteria and measurements. See Attachment D, *RFGA Evaluation Score Sheet*.
- ❖ Grants will be awarded based on demonstrated need and quality of proposed program.
- ❖ Proposals scoring below 70 points will not be considered.
- ❖ 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 clarification.
- ❖ Successful 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 clarification or interpretation of any section of this RFGA should be directed to dws-occafterschoolgrants@utah.gov. Responses to all questions will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view.

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>.

PROPOSAL TIMELINE

1. **Pre-Proposal Meeting: Friday, February 13, 2015 from 10:00 A.M. to 12:00 P.M.** See Page 4 for specific meeting times and location information.
2. **Application Submission Deadline: No later than 5:00 P.M. on Monday, March 2, 2015.** Late and/or incomplete proposals will **NOT** be accepted.
3. **Anticipated Grant Award Date: The week of March 16, 2015.**
4. **Award Effective Date: Wednesday, April 1, 2015.**

PROPOSAL SUBMISSION

- ❖ **Applicant organization must submit one (1) application per site.** Organizations are limited to a total of four (4) program site applications per DWS Economic Service Area. See Attachment E, *DWS Economic Service Area Map*.
- ❖ Applicant must bear the cost of preparing and submitting proposal.
- ❖ **Application forms must be typed in the PDF form fill and Excel documents provided.**
 - Forms can be found at <http://jobs.utah.gov/edo/rfp.html>.
 - Provided forms are created as save-able documents.
 - The *Grant Application Cover Sheet* must be the first page of the proposal.
 - The *Proposal Budget Form and Proposal Budget Detail Narrative Form* must be completed in Excel.
 - In order for the grant evaluation committee to rate the proposal for completeness and responsiveness, it must be formatted as outlined.
- ❖ The PDF forms need to be submitted by email in the original format. **Faxed or scanned proposals will not be accepted.**
- ❖ Required attachments may be scanned for the grant's email submission.
- ❖ **DO NOT** include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, or addenda. All additional information will be discarded prior to scoring.
- ❖ Late and/or incomplete proposals will **NOT** be accepted.

Submit the following proposal by Monday, March 2, 2015 by 5:00 PM:

- ☐ **One (1) copy emailed to: dws-occafterschoolgrants@utah.gov**
 - In the subject line of the email, include **GrantType_Organization_ProgramSite** in the following format:
 - **SummerYouthProgramGrant_XYZOrg_ABCSite**
 - All grant proposal documents need to be labeled with **Organization_ProgramSite_DocumentTitle** in the following format:
 - **XYZOrg_ABCSite_CoverSheet**

☐ **Six (6) Paper copies delivered or mailed to:**

- One (1) paper copy with **original signature** on *Grant Application Cover Sheet*
- Five (5) additional paper copies

Delivery or Mailing Address

Attn: Kamille Sheikh/Catherine Rolling
Afterschool Program Specialists
Department of Workforce Services
Utah Office of Child Care – 3rd Floor
140 East 300 South

PROPOSAL CHECKLIST

Faxed or scanned proposals will not be accepted. Each copy of the proposal must include the following:

- I. Grant Application Cover Sheet (PDF form provided)
 - Original paper copy: Include **original signature** on *Grant Application Cover Sheet* with the **one** original signature paper copy.
 - Email copy: The signed *Grant Application Cover Sheet* may be electronically signed or submitted blank with the email copy.
- II. Site Information (PDF form provided)
- III. Program Information (PDF form provided)
- IV. Summer Youth Grant Proposal Narrative (PDF form provided)
 1. Priority Points
 2. Abstract
 3. Profile & Need Determination
 4. Program Design & Services
 5. Reading & Math Programming Outcomes
 6. Quality Improvement Efforts
 7. Prevention & Education Components Programming
 8. Collaborations & Partnerships
 9. Staff Qualifications & Professional Development
 10. Cost Information
- V. Proposal Budget Form (s) (Excel forms provided)
- VI. Proposal Budget Detail Narrative Form (s) (Excel forms provided)
- VII. Proposal Attachments
 - Collaboration & Partnership Letter
 - Building Administrator Letter
 - 501(c) (3) Letter (if applicable)
 - Negotiated Indirect Cost Rate (if applicable)



I. GRANT APPLICATION COVER SHEET
SUMMER YOUTH PROGRAM GRANT

CONTRACTING ORGANIZATION

Contracting Organization _____

Federal Tax ID #: _____ DUNS#: _____

This entity is a: [] Individual/Sole Proprietor [] For-Profit Corporation [] Government Agency
[] Non-Profit Organization (attach 501(c)(3) letter) [] Other _____

This site will serve 5-18 year olds at SAME site: [] Yes [] No

Organization's Signature Authority:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Electronic/Original Signature: _____ Date: _____

GRANT CONTRACT ADMINISTRATOR (if different from above)

Name: _____ Position: _____

Address: _____

Phone: _____ Email: _____

FINANCIAL ADMINISTRATOR CONTACT (if different from above)

Name: _____ Position: _____

Address: _____

Phone: _____ Email: _____

CHECK ALL CURRENT DWS - OCC AFTERSCHOOL GRANTS THE SITE PARTICIPATES IN:

- [] ASPIRE Kids Grant [] High School Youth Support Grant
[] CCDF Match Partnership I Grant (Year 2 of 3) [] Safe Passages 2012 Grant
[] CCDF Match Partnership II Grant (Year 1 of 3) [] Safe Passages 2013 Grant
[] DWS IPI - Supplemental Grant [] STEMLink Afterschool Grant
[] Kindergarten Match Partnership Grant

APPLICANT ORGANIZATION'S CURRENT DWS - OCC AFTERSCHOOL FUNDING

Total amount of the DWS - OCC afterschool grant contract(s) (see grants listed above) the applicant organization has been awarded and/or receiving in Fiscal Year 2015 (July 1, 2014 - June 30, 2015): _____

II. SITE INFORMATION

*****If serving youth ages 5-18 at the SAME site, please fill out a form for EACH age group*****

Organization (Contracting Entity): _____

PROGRAM SITE INFORMATION	
Program Site Name:	_____
Address:	_____
Program Site County:	_____
Program Site Contact Name:	_____ Position: _____
Phone:	_____
Program Site Grant Request Amount:	\$ _____
This site application is to serve youth ages (check one box only):	
<input type="checkbox"/> 5 to 12 years old <input type="checkbox"/> 13 to 18 years old	

Use PDF Form
Provided by
DWS-OCC

PROGRAM SITE LOCATION - DWS ECONOMIC SERVICE AREA (ESA): See Attachment E, DWS ESA Map	
<input type="checkbox"/> Bear River ESA (Box Elder, Cache, & Rich Counties)	<input type="checkbox"/> Southeast ESA (Grand & San Juan Counties)
<input type="checkbox"/> Castle Country ESA (Carbon & Emery Counties)	<input type="checkbox"/> Southwest ESA (Beaver, Garfield, Iron, Kane, and Washington Counties)
<input type="checkbox"/> Central Utah ESA (Millard, Piute, Sanpete, Sevier, & Wayne Counties)	<input type="checkbox"/> Uintah Basin ESA (Daggett, Duchesne, & Uintah Counties)
<input type="checkbox"/> Mountainland ESA (Juab, Summit, Utah, & Wasatch Counties)	<input type="checkbox"/> Wasatch Front North ESA (Davis, Morgan, & Weber Counties)
	<input type="checkbox"/> Wasatch Front South ESA (Salt Lake & Tooele Counties)

PROGRAM SITE - PREVENTION AND EDUCATION COMPONENTS	
Check the TWO (2) primary prevention and education components the program proposes to offer, utilizing appropriate curriculum and/or resources:	
<input type="checkbox"/> Addiction Prevention	<input type="checkbox"/> Healthy Relationship Education
<input type="checkbox"/> Civic Engagement	<input type="checkbox"/> Physical Activity & Nutrition
<input type="checkbox"/> Education & Career Readiness	<input type="checkbox"/> Positive Interpersonal Relationships
<input type="checkbox"/> Emotional Intelligence & Self-Concept	<input type="checkbox"/> Pregnancy & STI Prevention (Teen Programs Only)
<input type="checkbox"/> Financial Literacy	<input type="checkbox"/> Youth Violence & Gang Prevention

III. PROGRAM INFORMATION

*****If serving youth ages 5-18 at the SAME site, please fill out Section A ONCE and Section B and Section C for EACH age group*****

Organization: _____ **Site:** _____

SECTION A: COMPETITIVE PRIORITY POINTS (Select all that apply, 17 Points Possible) <i>All items must be justified in Proposal Narrative: Question 1</i>	
<input type="checkbox"/> Current program serves 50% or more youth from schools with free/reduced lunch rates above 50% -OR- Current program serves 50% or more families receiving child care subsidy. (3 points)	<input type="checkbox"/> Program operates 10 weeks or more, See Attachment G, <i>Definitions</i> . (2 Points)
<input type="checkbox"/> Program operates in a rural county. See Attachment F, <i>Utah Rural Map</i> . (3 Points)	<input type="checkbox"/> Program operates 5 days per week. (2 Points)
<input type="checkbox"/> Program operates until 5:30 p.m. or later, 4 days per week. (2 Points)	<input type="checkbox"/> Program site has NOT received an Office of Child Care afterschool grant within the past 3 years. (1 Point)
<input type="checkbox"/> Program provides a healthy, well-balanced variety of daily, nutritious meal(s) and/or snack(s). (2 Points)	<input type="checkbox"/> Program site has NOT received an Office of Child Care afterschool grant within the past 6 years. (1 Point)
	<input type="checkbox"/> Program site has NEVER received an Office of Child Care afterschool grant. (1 Point)

SECTION B: RISK DETERMINATION	Anticipated Percentage to Be Served
Youth Eligible for Free or Reduced School Lunch	
Youth with Limited English Speaking Proficiency [English Language Learners (ELL)]	

SECTION C: PROGRAM INFORMATION
Indicate when the program operates: <input type="checkbox"/> Weekdays <input type="checkbox"/> Weekends
Grade levels served: <input type="checkbox"/> K <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12
Kindergarten children are served in the same program class room as the 1 st through 12 th grade children? <input type="checkbox"/> Yes <input type="checkbox"/> No
Current number of youth being served per day, Average Daily Attendance (ADA): _____
Number of youth the program proposes to serve per day (proposed ADA): _____
Indicate the number of youth the program expects to serve per year (unduplicated): _____
School District(s) Date(s) for Last Day of School (Month/Day/Year): _____
Summer Program Start Date (Month/Day/Year): _____
How many weeks does the program operate during the summer (when schools not in session)? _____ For purposes of this grant, a week is defined as a minimum of 5 days per week.
Current hours of operation during the summer months, not including transportation (i.e. 2:30-5:00): AM — Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly Hours _____ PM — Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly Hours _____ For this purpose, hours of operation are defined as the number of hours youth are actually participating in the program.
Projected hours of operation for expanding programs during the summer months (i.e. 2:30-5:00): AM — Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly Hours _____ PM — Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly Hours _____
If the program provides formal transportation 10 miles or more per day to more than 50% of the ADA, indicate the amount of time this adds to the daily schedule (i.e.: 1 hour, 40 min, 1h 40m, etc.): Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly _____

IV. SUMMER YOUTH PROGRAM GRANT PROPOSAL NARRATIVE

Instructions:

Please use the provided space and PDF form fill format for responses. If organization is planning to serve youth ages 5-18 at the SAME site, include program details for BOTH age groups.

THIS PROPOSAL IS BEING SUBMITTED TO:

Fund expansion of current school year afterschool/out-of-school time program to include a summer program.

Expand an existing summer program that was in operation in the Summer of 2014 by:

Increasing the hours per week and/or number of weeks; or

Offering additional programming and services.

1. PRIORITY POINTS (Scored with Competitive Priority Points section)

Provide justification for all priority points selected in *III. Program Information, Section A: Competitive Priority Points*.

Use PDF Form Fill
Provided by
DWS-OCC

2. ABSTRACT (2 points possible)

- A. Provide a summary of the organization including the following:
 - 1. Describe the organization's mission.
 - 2. Identify the focus population of the organization.
 - 3. Indicate the number of years the organization has been serving the community.
- B. Explain why the organization is best suited to provide a summer youth program which meets needs of the youth and families in the community.

Use PDF Form Fill
Provided by
DWS-OCC

3. **PROFILE & NEED DETERMINATION (10 points possible)**

Provide a community and site profile justifying the need for summer programming. Include a description of the specific data sources used in the determination. Suggested data **may** include, and is **not limited** to the following:

- Poverty rates in the communities to be served
- 5-12 year old children receiving child care subsidy administered by DWS*
- 5-18 year old youth in a Family Employment Program (FEP) Household (Family financial assistance administered by DWS*)
- 5-18 year old reading and math score data and trends
- 5-18 year old youth crime and juvenile justice information
- 5-18 year old school attendance data
- Student Health and Risk Prevention (SHARP) survey data
- Behavioral Risk Factor Surveillance System (BRFSS) survey data
- Teacher, student, and parent survey results
- High School Graduation and dropout rates
- Other city, county, school, or local education agency data

*If you are interested in requesting DWS data: <http://jobs.utah.gov/edo/information/misreportingrequest.pdf>

Use PDF Form Fill
Provided by
DWS-OCC

4. PROGRAM DESIGN & SERVICES (20 points possible)

Provide detailed descriptions of the following:

- A. Describe the organization’s plan to expand summer programming in an existing afterschool/out-of-school time program operating at least 10 hours per week and 32 weeks during the regular school year; or
Describe the organization’s plan to expand an existing summer program by increasing the hours per week and/or number of weeks. The summer program at the applicant site must have operated during 2013 and 2014.
- B. Explain the program’s daily schedule demonstrating balanced programming in the areas of reading, math, and enrichment (See Attachment G, *Definitions*). Proposals entirely academic or entirely enrichment will not be considered.
- C. Describe how the program will provide intentional reading, math, and enrichment programming.
- D. Describe the evidence-based curriculum and resources to be used for reading, math, and enrichment programming.
- E. Describe how the program will intentionally involve parents or guardians.

5. READING & MATH PROGRAMMING OUTCOMES (18 points possible)

The program will be required to measure and track reading and math outcomes among youth participants over the three years of the grant. Describe the following:

- A. Describe the expected outcomes of the reading and math learning programming and the assessment/measurement tool(s) to be utilized. Include how pre-assessments and post-assessments will be utilized; the overall data collection protocol and plan to obtain parental permission if needed.
- B. Describe the data the program will report to support the identified outcomes outlined in Part A above.

6. QUALITY IMPROVEMENT EFFORTS (2 points possible)

This grant opportunity is designed to support quality improvement in summer youth programs. Programs will be expected to adhere to quality standards utilizing the *Utah Afterschool Program Quality Assessment and Improvement Tool (Quality Tool)*, see Attachment B, *Quality Tool* and participate in quality improvement activities with an assigned Out-of-School Time (OST) Specialist. Describe how the site is currently utilizing, or planning to utilize the *Quality Tool* for improvement efforts (<http://www.utahafterschool.org/quality>).

7. **PREVENTION & EDUCATION COMPONENTS PROGRAMMING (10 points possible)**

If program site is currently participating in another DWS-OCC afterschool/out-of-school time program grant, prevention and education components may be aligned. Funded programs are required provide programming which includes at least **two (2)** components from the list below:

- Addiction Prevention
- Civic Engagement
- Education & Career Readiness
- Emotional Intelligence & Self-Concept
- Financial Literacy
- Healthy Relationship Education
- Physical Activity & Nutrition
- Positive Interpersonal Relationships
- Pregnancy & STI Prevention* (Teen Only)
- Youth Violence & Gang Prevention

- A. Explain how the **two (2)** components were selected; the relevance to the population to be served; and how the program will implement the selected components utilizing evidence-based curriculum.

**Note: Teen programs providing Pregnancy and STI Prevention must obtain written parental permission for each student before teaching Pregnancy and STI Prevention.*

- B. Describe **three (3)** SMART (specific, measurable, attainable, realistic, and time-bound) outcomes expected from utilizing prevention and education components in the summer program.
- C. Indicate the prevention and education programming outcomes to be collected and reported.

8. COLLABORATIONS & PARTNERSHIPS (8 points possible)

Collaborations and partnerships must be made in order to support summer youth programs for the benefit of youth and families in the community.

Note: Contributions from collaborator(s) or partner(s) should be noted on the Proposal Budget Form.

- A. Identify how the organization will collaborate or partner with agencies or entities in the community to develop; operate; and enhance the Summer Youth Program.
- B. Specify one (1) to two (2) significant agencies or entities collaborating and partnering with this program:
 - 1. Indicate number of years organizations have been collaborating or partnering.
 - 2. Describe the purpose of the collaboration or partnership.
 - 3. Identify and describe the resources the collaborator or partner shares with the organization.

9. STAFF QUALIFICATIONS & PROFESSIONAL DEVELOPMENT (12 points possible)

In order to effectively develop and sustain summer youth programming and meet identified outcomes, a considerable amount of commitment is required. If grant funds are awarded, the program site must provide documentation showing 20 hours of program-related training each year for every staff working 10 or more hours/week.

- A. Describe the qualifications of the individual identified to oversee and support the successful implementation of the organization’s Summer Youth Program Grant.
 - 1. Specify the amount of time the identified individual will dedicate to supporting the funded summer youth program.
 - 2. Describe the manner in which this person will be supported with professional development and resources (e.g. Utah Afterschool Network, Afterschool Utah Association, conferences, trainings, etc.).
- B. Explain methods of training and mentoring for site staff to effectively implement summer programming (on-site coordinators, group leaders, etc.).
- C. Describe any professional development support available to site staff, including how site staff will be offered support in their own professional development the *Utah Afterschool Professional Credential* (<http://www.ccpdi.usu.edu/>) or attending conferences and trainings.

10. COST INFORMATION (10 points possible)

Justify the program’s financial need.

- A. Explain the need for these funds to provide a quality summer youth program.
- B. Provide a summary of how the funds will be utilized to continue the program in years two and three.
- C. Identify personnel and processes that will be involved in ensuring financial accountability of the Summer Youth Program.
- D. Describe the methods the organization will utilize to ensure proper administrative and accounting procedures.

V. PROPOSAL BUDGET

Utah Office of Child Care - Department of Workforce Services

Proposal Budget

Ages 5-12

*****If serving youth ages 5-18 at the SAME site, please fill out a form for EACH age group*****

Organization and Site Name:	Proposed Use of DWS-OCC Ages 5-12
CATEGORY I – ADMINISTRATIVE EXPENSES	
<i>Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of your total</i>	
1. Travel/Transportation (admin. costs)	\$0.00
2. Indirect Cost	\$0.00
Total Category I Administrative Expenses	\$0.00
CATEGORY II – CAPITAL EXPENDITURES	
Total Category II Capital Expenditures	N/A
CATEGORY III – PROGRAM EXPENSES	
1. Salaries	\$0.00
2. Fringe Benefits	\$0.00
3. Utilities	\$0.00
4. Space Costs (rent/mortgage)	N/A
5. Communications (e.g. printing, copying, phone, postage)	\$0.00
6. Equipment/Furniture	\$0.00
7. Supplies (e.g. snacks, art supplies, etc.)	\$0.00
8. Travel/Transportation (program related)	\$0.00
9. Conferences/Workshops (training)	\$0.00
10. Insurance	\$0.00
11. Professional Fees/Contract Services	\$0.00
12. Miscellaneous	\$0.00
Total Category III Program Expenses	\$0.00
TOTAL EXPENSES CATEGORIES I, II and III	\$0.00

Use Excel Form
Provided by
DWS-OCC

V. PROPOSAL BUDGET

Utah Office of Child Care - Department of Workforce Services

Proposal Budget

Ages 13-18

*****If serving youth ages 5-18 at the SAME site, please fill out a form for EACH age group*****

Organization and Site Name:	Proposed Use of DWS-OCC Ages 13-18
CATEGORY I – ADMINISTRATIVE EXPENSES	
<i>Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of your total</i>	
1. Travel/Transportation (admin. costs)	\$0.00
2. Indirect Cost	\$0.00
Total Category I Administrative Expenses	\$0.00
CATEGORY II – CAPITAL EXPENDITURES	
Total Category II Capital Expenditures	N/A
CATEGORY III – PROGRAM EXPENSES	
1. Salaries	\$0.00
2. Fringe Benefits	\$0.00
3. Utilities	\$0.00
4. Space Costs (rent/mortgage)	N/A
5. Communications (e.g. printing, copying, phone postage)	\$0.00
6. Equipment/Furniture	\$0.00
7. Supplies (e.g. snacks, art supplies, etc.)	\$0.00
8. Travel/Transportation (program related)	\$0.00
9. Conferences/Workshops (training)	\$0.00
10. Insurance	\$0.00
11. Professional Fees/Contract Services	\$0.00
12. Miscellaneous	\$0.00
Total Category III Program Expenses	\$0.00
TOTAL EXPENSES CATEGORIES I, II and III	\$0.00

Use Excel Form
Provided by
DWS-OCC

VI. PROPOSAL BUDGET NARRATIVE DETAIL FORM

Utah Office of Child Care - Department of Workforce Services

Proposal Budget Detail Narrative (One Year)

Summer Youth Program Grant (Serving Youth Ages 5-12)

April 1, 2015 - August 31, 2015

Please itemize, detail, and describe the purpose of each line item of the grant funds requested in the Budget Detail Form.

The itemized details should demonstrate how the total line item amount was determined.

*****If serving youth ages 5-18 at the SAME site, please fill out a form for EACH age group*****

Organization Name:		
Site:		
	Itemized Details of DWS Grant Funds Requested for Youth Ages 5-12	DWS Grant Funds Requested for Youth Ages 5-12
CATEGORY I – ADMINISTRATIVE EXPENSES		
<i>Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of your total</i>		
1. Travel/Transportation (admin. related)		\$0.00
2. Indirect Costs		\$0.00
Total Category I Administrative Expenses		\$0.00
CATEGORY II – CAPITAL EXPENDITURES		
Total Category II Capital Expenditures		N/A
CATEGORY III – PROGRAM EXPENSES		
1. Salaries		\$0.00
2. Fringe Benefits		\$0.00
3. Utilities		\$0.00
4. Space Costs (Rent/Mortgage)		N/A
5. Communications (e.g. printing, copying, phone, postage)		\$0.00
6. Equipment/Furniture		\$0.00
7. Supplies (e.g. snacks, art supplies, etc.)		\$0.00
8. Travel/Transportation (program related)		\$0.00
9. Conferences/Workshops (training)		\$0.00
10. Insurance		\$0.00
11. Professional Fees/Contract Services		\$0.00
12. Miscellaneous		\$0.00
Total Category III Program Expenses		\$0.00
TOTAL EXPENSES CATEGORIES I, II and III		\$0.00

Use Excel Form
Provided by
DWS-OCC

VI. PROPOSAL BUDGET NARRATIVE DETAIL FORM

Utah Office of Child Care - Department of Workforce Services

Proposal Budget Detail Narrative (One Year)

Summer Youth Program Grant **(Serving Youth Ages 13-18)**

April 1, 2015 - August 31, 2015

Please itemize, detail, and describe the purpose of each line item of the grant funds requested in the Budget Detail Form.

The itemized details should demonstrate how the total line item amount was determined.

*****If serving youth ages 5-18 at the SAME site, please fill out a form for EACH age group*****

Organization Name:		
Site:		
	Itemized Details of DWS Grant Funds Requested for Youth Ages 13-18	DWS Grant Funds Requested for Youth Ages 13-18
CATEGORY I – ADMINISTRATIVE EXPENSES		
<i>Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of your total</i>		
1. Travel/Transportation (admin. related)		\$0.00
2. Indirect Costs		\$0.00
Total Category I Administrative Expenses		\$0.00
CATEGORY II – CAPITAL EXPENDITURES		
Total Category II Capital Expenditures		N/A
CATEGORY III – PROGRAM EXPENSES		
1. Salaries		\$0.00
2. Fringe Benefits		\$0.00
3. Utilities		\$0.00
4. Space Costs (Rent/Mortgage)		N/A
5. Communications (e.g. printing, copying, phone, postage)		\$0.00
6. Equipment/Furniture		\$0.00
7. Supplies (e.g. snacks, art supplies, etc.)		\$0.00
8. Travel/Transportation (program related)		\$0.00
9. Conferences/Workshops (training)		\$0.00
10. Insurance		\$0.00
11. Professional Fees/Contract Services		\$0.00
12. Miscellaneous		\$0.00
Total Category III Program Expenses		\$0.00
TOTAL EXPENSES CATEGORIES I, II and III		\$0.00

Use Excel Form
Provided by
DWS-OCC

VII. PROPOSAL ATTACHMENTS

The following additional documents are **required** and must accompany the proposal:

1. **Collaboration & Partnership Letter**

Attach one letter from collaborative and partner agency or entity. The letter should provide a brief description of the involvement with the summer youth program. Letters should include specific detailed information about how the organizations will collaborate and partner. The Collaboration & Partnership Letter is a **not** a letter of support.

- Question 7 of the Proposal Narrative requires applicant to describe how collaborative & partner agencies or entities support summer youth programming.
- Contributions from collaborators and partners should be noted on the Grant Budget Form.

Note: Contracted fee-for-service individuals or organizations cannot be considered collaborators or partners unless a significant discount is provided.

2. **Building Administrator Letter**

Attach a letter from the building administrator (e.g. Director, Principal, Executive Director, or other building authority) that documents support of the program and details regarding the space that will be provided for the program.

If applicable, the following additional documents must accompany the proposal:

1. **501 (c)(3) Letter**

2. **Negotiated Indirect Cost Rate**

ATTACHMENT A: SUMMER YOUTH PROGRAM GRANT FY16 SCOPE OF WORK

BACKGROUND

The summer months can be a time for youth to experience both academic and enrichment opportunities to combat “summer learning loss,” but many youth do not have access to summer learning programs. In Utah, only 16% of youth participate in a summer program. Yet, 55% of parents of youth who do not participate in a summer program are interested in having their child participate and 76% of parents of youth support public funding of summer programs.¹ The Summer Youth Program grant opportunity is for organizations offering high quality summer youth programs. These summer programs support working parents and families by providing safe, age-appropriate, accessible, and affordable high quality programming when school is not in session.

PURPOSE

The purpose of the Summer Youth Program Grant is to expand services for currently operating afterschool/out-of-school time programs to include summer youth programs and to reduce the impact of “summer learning loss” among youth participants.

GRANTEE RESPONSIBILITIES

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

1. Grantee must perform all tasks as proposed in the Summer Youth Program Request for Grant Application (RFGA).
2. **Start Date**
Although the grant period begins on April 1, 2015, programs must start no later than two (2) weeks after the official last day of school in the school district(s) served for the 2014-2015 School Year. If a program serves youth in more than one school district, the program must begin no later than two weeks after the official last day of school in the district ending earliest.
3. **End Date**
Grant period ends August 31, 2018.
4. **Grant Orientation Meeting**
The Organization’s grant administrator, fiscal management staff, and program coordinator must attend a 2-3 hour, in-person, grant orientation meeting (TBA). If the program site manager/coordinator changes during the grant year, the new site manager/coordinator will be responsible for completing the online grant training.
5. **Staff Training**
Program site must provide documentation showing 20 hours of program-related training each year for every staff working 10 or more hours/week.
6. **Service Population and Program Requirements**
 - a. Program must provide a regular, formally supervised summer program for youth ages 5-18:
 - i. **A minimum of 8 weeks during summer months, 20 hours per week.** For purposes of this grant, a week is defined as a minimum of four (4) days during a calendar week. If more than 50% of the program’s youth based on average daily attendance are formally transported ten (10) miles or more, per day to get to and from the program, this time can be included in the computation of number of program hours provided;
 - ii. During the week, weekends, or any other time youth are unsupervised. Funding is not available for one-time or sporadic club activities;
 - iii. Regardless of race, religion, political ideology, physical ability, and ability to pay in accordance with Title I of the *Workforce Investment Act*; and
 - iv. Open to all entry level youth, must not require pre-requisite classes for participation.

- b. Programs are required to:
 - i. Serve an average of at least 15 youth attending daily, and allow youth to attend all hours of programming each week. Kindergarten children can only be included in Average Daily Attendance (ADA) reporting when they are served during the same hours and in the same program or classroom as children in grades 1- 6;
 - ii. Provide a balance of reading, math, and enrichment activities;
 - iii. Offer a sliding fee scale or accept child care assistance (subsidy) in order to provide equal access for families of all income levels if fees are charged; and
 - iv. Post, in a location visible to the public, “*Equal Opportunity is the Law*” poster provided by the Department of Workforce Services (DWS).

7. National Summer Learning Day Event

Program must organize an annual National Summer Learning Day event, and register the event on <http://www.summerlearningdaymap.org/>.

8. Reading and Math Programming

Funded programs will be required to utilize evidence-based reading and math curriculum and resources.

9. Prevention and Education Components

The program must include at least **two (2)** prevention and education components utilizing evidence-based curriculum, from the following:

- | | |
|--|--|
| •Addiction Prevention | •Healthy Relationship Education |
| •Civic Engagement | •Physical Activity & Nutrition |
| •Education & Career Readiness | •Positive Interpersonal Relationships |
| •Emotional Intelligence & Self-Concept | •Pregnancy & STI Prevention (Teen Programs Only) |
| •Financial Literacy | •Youth Violence & Gang Prevention |

Note: Teen program grantee must obtain written parental permission for each student before teaching Pregnancy and STI Prevention.

10. Parental or Guardian Involvement

The program design must include parent or guardian involvement components.

11. Background Checks

Refer to Attachment I, *Criminal Background Check Requirement*. This requirement is subject to change based on revisions to federal, state or local rule.

12. Computer Use

If the program utilizes computers, Grantee must install proper firewall software and internet filter software to prevent students from accessing inappropriate websites.

13. Consultation and Technical Assistance

Funded organizations must participate in direct consultation and technical assistance provided by DWS - OCC staff and/or its designee.

14. Program Quality

- a. Annually, the program site must meet the current standard of quality set by DWS as measured by the *Utah Afterschool Program Quality Assessment and Improvement Tool "Quality Tool"*. The *Quality Tool* is available on line at <http://www.utahafterschool.org/quality>.
- b. The program’s grant administrator and site coordinator must register with the *Utah Afterschool Network (UAN)* at www.utahafterschool.org.

15. Reporting and Data Collection

The following lists the reporting requirements and data collection requirements. These annual progress reports must be prepared according to DWS report guidelines:

- a. Program must provide an annual progress report;
- b. Program must report on grant outcomes as specified in Grantees Summer Youth Program Request for Grant;
- c. Program must complete the *Quality Tool* self-assessment using the Utah Afterschool Network’s (UAN) data collection system;

- d. Funded organizations serving grades K - 8th must register or update the afterschool program information with the local *Care About Childcare* agency in order to provide a resource for parents and for afterschool program data collection; and
 - i. Contact information for the appropriate referral agency can be found at: <http://careaboutchildcare.utah.gov/tr/indexProvider.cfm?fuseaction=contactinfo>.
- e. Program must participate in statewide, afterschool/out-of-school time data collection efforts as requested by DWS.

16. Expense Reimbursement

- a. Programs shall submit requests for reimbursement of expenses using the reimbursement template(s) provided by DWS.
- b. Requests for reimbursement must be submitted no less than two 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. DWS will strive to make timely payment.

17. Budget

- a. Budget changes of 10% or more in any category requires the following:
 - i. Submission of a Budget Change/Renewal Form;
 - ii. Brief explanation detailing budget change; and
 - iii. Approval by the designated OCC-DWS Program Specialist.
- b. Unspent funds from one contract year may not be carried over into the next contract year.

18. Oversight

- a. Grantee must follow proper administrative and accounting procedures.
- b. Grantee may not subcontract to any entity to administer the summer program.
- c. The grantee must provide program administration which includes:
 - i. Hiring and employing the site coordinator or director;
 - ii. Responsibility for program structure and development;
 - iii. Operating as the DWS grant contact;
 - iv. Providing DWS progress and financial reports;
 - v. Marketing the Summer Youth Program;
 - vi. Maintaining fiscal accountability; and
 - vii. Program compliance and responsibility.

DWS RESPONSIBILITIES

DWS, or its designee, will:

- 1. Provide contract monitoring support;
- 2. Provide technical assistance to programs when needed or requested;
- 3. Review all invoiced expenditures for compliance with state and federal requirements; and
- 4. Coordinate with contracted Out-of-School Time (OST) Specialists to provide technical support.

EXPECTED OUTCOMES

1) Expand the number of summer youth programs across Utah; 2) Increase access and availability for youth in Utah families to participate in high quality summer youth programs; and 3) Reduce the impact of “summer learning loss” in the areas of reading and math learning.

¹ America After 3 PM, “Special Report on Summer: Missed Opportunities, Unmet Demand”, Afterschool Alliance, (May 2010). http://www.afterschoolalliance.org/documents/Special_Report_on_Summer_052510.pdf.

ATTACHMENT B: Utah Afterschool Quality Assessment and Improvement Tool (Quality Tool)

Funded program sites must meet all *Be Safe* and *Administration* standards of quality, as measured by the *Utah Afterschool Program Quality Assessment and Improvement Tool (Quality Tool)*. Sites will also participate in quality improvement activities utilizing all sections of the Quality Tool in coordination with Office of Child Care (OCC) and Utah Afterschool Network – Out of School Time (OST) Specialists.

The purpose of the *Quality Tool* is to assist programs, at any stage of development, self-assess the progress in four quality areas and to promote relevant training, support, and resources. The four quality areas include: Be Safe, Develop Meaningful Relationships, Learn New Skills, and Administration. Program quality is an ongoing process involving reflection and thoughtful assessment and is best accomplished through inclusion of staff, parents, youth, and community partners.

The *Quality Tool* is based on the most current national research, quality standards, and feedback from over 140 afterschool out-of-school time programs. A statewide Quality Committee meets regularly to continuously improve and update the Quality Tool. Improvement recommendations are made from current research, analysis, and feedback from afterschool/out-of-school time programs throughout Utah. This process of continuous validation of quality keeps the *Quality Tool* relevant to the ever evolving afterschool/out-of-school time field.

The *Quality Tool* is applicable to all types of afterschool/out-of-school time programs serving youth of all ages including schools, recreation/government, community-based/non-profit centers, and private providers.

The following describes each of the four quality areas:

1) Be Safe

A quality program provides a safe, healthy and nurturing environment for all participants. Program policies and procedures ensure that staff is professionally qualified and trained, youth are supervised and physical space is suitable for all activities being conducted.

2) Develop Meaningful Relationships

A quality program develops nurtures and maintains positive relationships and interactions among staff, participants, families, schools and communities. Staff model cooperative and respectful behavior toward youth and adults, and facilitate activities that foster personal growth and social competence.

3) Learn New Skills

A quality program provides a variety of activities that support physical, social, emotional and cognitive growth and development. Active involvement in intentionally designed learning experiences provides youth the opportunity to explore interests, build talents and develop critical thinking and problem solving skills.

4) Administration

A quality program has clearly defined goals and uses data for ongoing program improvement. It has a sound fiscal management system and provides needs-based training and professional development to strengthen staff skills.

Quality Tool Resources & Documents: <http://utahafterschool.org/quality/quality-tool-documents>

Quality Tool User Guide: http://utahafterschool.org/images/Quality_Tool_User_Guide_Additions.pdf

ATTACHMENT C: Allowable and Unallowable Costs

Determinations of cost allowability are based on cost principles found in the Federal OMB Cost Principles (A-87). Costs must meet certain criteria to be allowable. The costs must be reasonable, necessary, and conform to limitations set forth in legislation, regulation, or federal circulars. They must be consistent with the contractor's procurement policies and procedures. Contractor is required to report and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP). Failure to follow these principles may result in an inappropriate use of federal funds and the contractor may have to repay the funds or incur a financial penalty.

The following are allowable costs:

1. **Materials:** Materials and supplies used to conduct the program. However, electronic purchases over \$100 must be pre-approved by DWS.
2. **Training:** Registration fees for DWS approved training for direct-labor employees offered through the statewide Utah Higher Education Institutions and professional association conferences. This may also include salary or wages for time spent attending training or meetings required by the contract are allowable.
3. **Travel:** Travel shall be reimbursed according to the State per diem policy current at the time of the expense. Out-of-state travel requires pre-approval from DWS-OCC.
4. **Personnel:** Full and part-time program staff costs including salaries and benefits for group leaders and/or directors working specifically on the objectives of the contract– e.g. direct labor costs.
5. **Administrative Expenses:** Contract funds spent on administrative expenses must be clearly outlined in the budget. Administrative Expenses may not exceed the actual indirect cost rate as determined by your cognizant agency, and cannot exceed 10% of the total grant budget. Documentation for such costs will be required with each invoice.
6. **Consultant fees:** Consultant fees are permissible where contracted to accomplish specific contract objectives.

The following are unallowable:

1. **Space costs:** Including facility repairs and upgrades.
2. **Used Equipment:** Contract funds may not be used to purchase used equipment from any source.
3. **Capital expenditures:** Equipment over \$5,000.
 - a. Purchases of motor vehicles are not allowed.
4. **Supplanting:** Contract funds must be used as an addition to existing funds for the program and not replace funds which have been appropriated, designated or come from parent fees for current program operation.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score X Weight)	Total Points Possible
IV. PROPOSAL NARRATIVE				
1. PRIORITY POINTS				
Provide justification for all priority points selected in <i>III. Program Information, Section A: Competitive Priority Points.</i>		NARRATIVE SCORED WITH COMPETITIVE PRIORITY POINTS SECTION		
2. ABSTRACT (2 Points Possible)				
A. Provide a summary of the organization including the following:				
1. Describe the organization's mission				
2. Identify the focus population of the organization				
3. Indicate the number of years the organization has been serving the community.				
B. Explain why the organization is best suited to provide a summer youth program which meets needs of the youth and families in the community.				
		.2	X .2	1 Point Possible
		.2	X .2	1 Point Possible
3. PROFILE & NEED DETERMINATION (10 Points Possible)				
Provide a community and site profile justifying the need for summer programming. Include a description of the specific data sources used in the determination.				
		2	X 2	10 Points Possible
4. PROGRAM DESIGN & SERVICES (20 Points Possible)				
Provide detailed descriptions of the following:				
A. Describe the organization's plan to expand summer programming in an existing afterschool/out-of-school time program operating at least 10 hours per week and 32 weeks during the regular school year; or Describe the organization's plan to expand an existing summer program by increasing the hours per week and/or number of weeks. The summer program at the applicant site must have operated during 2013 and 2014.				
		.8	X .8	4 Points Possible
B. Explain the program's daily schedule demonstrating balanced programming in the areas of reading, math, and enrichment (See Attachment G, Definitions). Proposals entirely academic or entirely enrichment will not be considered.				
		.8	X .8	4 Points Possible
C. Describe how the program will provide intentional reading, math, and enrichment programming.				
		1	X 1	5 Points Possible
D. Describe the evidence-based curriculum and resources to be used for reading, math, and enrichment programming.				
		1	X 1	5 Points Possible
E. Describe how the program will intentionally involve parents or guardians.				
		.4	X .4	2 Points Possible
5. READING & MATH PROGRAMMING OUTCOMES (18 Points Possible)				
The program will be required to measure and track reading and math outcomes among youth participants over the three years of the grant. Describe the following:				
A. Describe the expected outcomes of the reading and math learning programming and the assessment/measurement tool(s) to be utilized. Include how pre-assessments and post-assessments will be utilized; the overall data collection protocol and plan to obtain parental permission if needed.				
		1.8	X 1.8	9 Points Possible
B. Describe the data the program will report to support the identified outcomes outlined in Part A above.				
		1.8	X 1.8	9 Points Possible

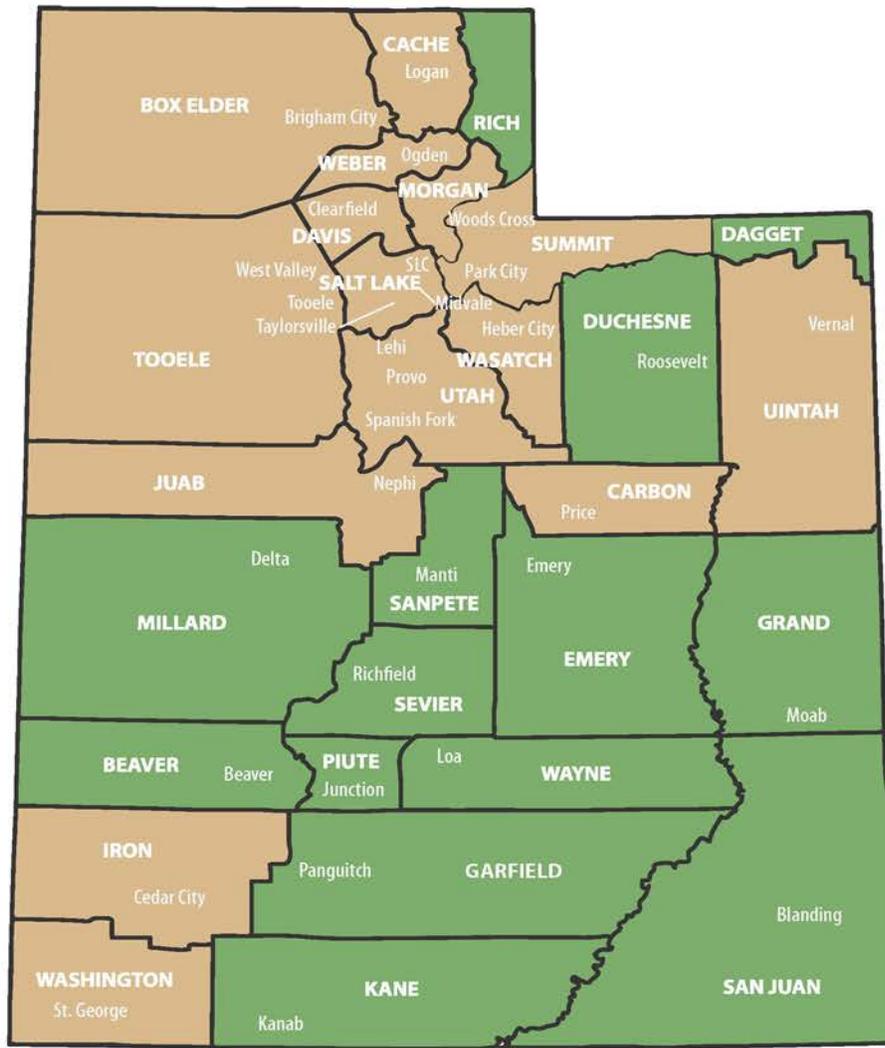
Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score X Weight)	Total Points Possible
6. QUALITY IMPROVEMENT EFFORTS (2 Points Possible) This grant opportunity is designed to support quality improvement in summer youth programs. Programs will be expected to adhere to quality standards utilizing the <i>Quality Tool</i> , as well as participate in quality improvement activities with an assigned Out-of-School Time (OST) Specialist.				
Describe how the site is currently utilizing, or plan to utilize the Quality Tool for quality improvement efforts.		.4	X .4	2 Points Possible
7. PREVENTION AND EDUCATION COMPONENTS PROGRAMMING (10 Points Possible) Funded programs are required provide programming which includes at least two (2) components from the list below: <ul style="list-style-type: none"> •Addiction Prevention •Civic Engagement •Education & Career Readiness •Emotional Intelligence & Self-Concept •Financial Literacy •Healthy Relationship Education •Physical Activity & Nutrition •Positive Interpersonal Relationships •Pregnancy & STI Prevention* (Teen Only) •Youth Violence & Gang Prevention 				
A. Explain how the two (2) components were selected; the relevance to the population to be served; and how the program will implement the selected components utilizing evidence-based curriculum. <i>*Note: Teen programs providing Pregnancy and STI Prevention must obtain written parental permission for each student before teaching Pregnancy and STI Prevention.</i>		1	X 1	5 Points Possible
B. Describe three (3) SMART (specific, measurable, attainable, realistic, and time-bound) outcomes expected from utilizing prevention and education components in the summer program.		.6	X .6	3 Points Possible
C. Indicate the prevention and education programming outcomes to be collected and reported.		.4	X .4	2 Points Possible
8. COLLABORATIONS & PARTNERSHIPS (8 Points Possible) Collaborations and partnerships must be made in order to support summer youth programs for the benefit of youth and families in the community.				
A. Identify how the organization will collaborate or partner with agencies or entities in the community to develop; operate; and enhance the Summer Youth Program.		1	X 1	5 Points Possible
B. Specify one (1) to two (2) significant agencies or entities collaborating and partnering with this program: <ol style="list-style-type: none"> 1. Indicate number of years organizations have been collaborating or partnering. 2. Describe the purpose of the collaboration or partnership. 3. Identify and describe the resources the collaborator or partner shares with the organization. 		.6	X .6	3 Points Possible
9. STAFF QUALIFICATIONS & PROFESSIONAL DEVELOPMENT (12 Points Possible) In order to effectively develop and sustain summer youth programming and meet identified outcomes, a considerable amount of commitment is required:				
A. Describe the qualifications of the individual identified to oversee and support the successful implementation of the organization's Summer Youth Program Grant. <ol style="list-style-type: none"> 1. Specify the amount of time the identified individual will dedicate to supporting the funded summer youth program. 2. Describe the manner in which this person will be supported with professional development and resources (e.g. Utah Afterschool Network, Afterschool Utah Association, conferences, trainings, etc.). 		1	X 1	5 Points Possible
B. Explain methods of training and mentoring for site staff to effectively implement summer programming (on-site coordinators, group leaders, etc.).		.6	X .6	3 Points Possible
C. Describe any professional development support available to site staff, including how site staff will be offered support in their own professional development the Utah Afterschool Professional Credential or attending conferences and trainings.		.8	X .8	4 Points Possible

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score X Weight)	Total Points Possible
10. COST INFORMATION (10 Points Possible)				
Justify the program's financial need.				
A. Explain the need for these funds to provide a quality summer youth program.		.8	X .8	4 Points Possible
B. Provide a summary of how the funds will be utilized to continue the program in years two and three.		.6	X .6	3 Points Possible
C. Identify personnel and processes that will be involved in ensuring financial accountability of the Summer Youth Program.		.4	X .4	2 Points Possible
D. Describe the methods the organization will utilize to ensure proper administrative and accounting procedures.		.2	X .2	1 Point Possible
V. PROPOSAL BUDGET FORM(S) (2 POINTS POSSIBLE)				
<i>Proposal Budget is complete and aligns with the Proposal Budget Detail Narrative.</i>		.4	X .4	2 Points Possible
VI. PROPOSAL BUDGET DETAIL NARRATIVE FORM(S) (10 POINTS POSSIBLE)				
Provide a detailed cost breakdown for each budget line on V. Proposal Budget(s). List individually the requested items, descriptions and individual cost amounts that will support and align with this narrative.		2	X 2	10 Points Possible
PROPOSAL ATTACHMENTS				
COLLABORATION & PARTNERSHIP LETTER (REQUIRED) The program has provided a Collaboration & Partnership Letter.	Yes/No			
BUILDING ADMINISTRATOR LETTER (REQUIRED) The program has provided a Building Administrator Letter.	Yes/No			
501 (c)(3) LETTER If applicable, the organization has provided a 501(c) (3) letter.	Yes/No or N/A			
NEGOTIATED INDIRECT COST RATE AGREEMENT If applicable, the program has provided a Negotiated Indirect Cost Rate Agreement.	Yes/No or N/A			
OVERALL PRESENTATION (4 POINTS POSSIBLE)				
PROPOSAL & ATTACHMENT PRESENTATION Proposal is formatted in order and as outlined for the evaluation committee to assess. There is sufficient detail about the summer youth program, answers are complete and responsive. Information is organized, clear, and easy to find. All required and applicable attachments are included and complete.		.4	X .4	2 Points Possible
COLLABORATION & PARTNERSHIP LETTER Letter from collaborative and partner agencies/entities provides a brief description of the involvement with the summer youth program. Letter includes specific detailed information about how the organizations will collaborate and partner. The Collaboration & Partnership Letter is a not letter of support. Contributions from collaborator or partner should be noted on the Proposal Budget Form.		.4	X .4	2 Points Possible
TOTAL COMPETITIVE PRIORITY POINTS		TOTAL		17 Points Possible
TOTAL NARRATIVE, FORMS & OVERALL PRESENTATION POINTS		TOTAL		108 Points Possible
TOTAL EVALUATION POINTS		TOTAL		125 Points Possible

ATTACHMENT E: DWS Economic Service Area Map



ATTACHMENT F: Utah Rural Map



 Rural Counties

Source: <http://jobs.utah.gov/wi/pubs/trendlines/novdec10/theoutskirts.pdf>

Department of Workforce Services 

Equal Opportunity Employer/Program

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

ATTACHMENT G: Definitions

Definitions for the purpose of the Summer Youth Program Grant are as follows:

1. **Academic Activities:** Include and are not limited to; academic assistance, homework, and tutoring.
2. **Child Care Subsidy:** Financial aid for eligible families whose children attend and eligible childcare facility.
3. **Collaborator or Partner:** A collaboration or partnership resulting in increased services and/or resources to be utilized in an afterschool/out-of-school time program.
 - a. Some examples of community involvement collaboration/partnership are service clubs whose members volunteer in the program; a public school classroom or religious center shares space with another public or private youth prevention program; community health and safety networks that fund a specific project; or arts organizations that conduct special activities in the program. **Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.**
4. **Enrichment Activities:** Include and are not limited to; art, music, drama, sports, indoor and outdoor play, and cross curricular activities supporting core curriculum.
5. **Formally Supervised Program:** Formal supervision includes any time youth are with a responsible adult, including time spent during formal transportation for 10 miles or more (one way) to and/or from the program.
6. **Hours of Operation:** The numbers of hour's youth are participating in actual programming time.
7. **Interim hours:** Hours that programming takes place when school is not in session (i.e. during breaks for year round school).
8. **Week:** A minimum of four days during a calendar week.
9. **Summer Months:** Time period from the official last day of school to the official first day of school in the school district(s) served.
10. **Department of Workforce Services – Utah Office of Child Care Afterschool Grants:**
 - Elementary-Age Grants:** ASPIRE Kids Grant, CCDF Match Partnership I Grant (Year 2 of 3), CCDF Match Partnership II Grant (Year 1 of 3), DWS Intergeneration Poverty Interventions – Supplemental Grant, and Kindergarten Match Partnership Grant
 - Teen Grants:** High School Youth Support Grant, Safe Passages 2013 Grant, Safe Passages 2013 Grant, and STEMLink Afterschool Grant

ATTACHMENT H: Grant Terms and Conditions

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and 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 regarding all services purchased 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 terms, conditions, attachments, scope of work, performance requirements of this contract and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
 - b. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that 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:**
 1. 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.
 2. 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. 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.
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 by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
- **IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY:** The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

25. **GRIEVANCE PROCEDURE:** The GRANTEE agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by 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 services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign 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 circulars published by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization at the internet web site:

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

- b. **Compliance with Federal Cost Accounting Principles:** For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Accounting Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Accounting Principles," the principles applicable to a particular GRANTEE depend upon the GRANTEE'S legal status.

Table 1: Cost Accounting Principles

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

- c. **Compensation for Personal Services - Additional Cost Principles:**
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.

- iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to 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 statement for related party transactions (available from DWS'S Finance/Contracting Division). It will require:
 - a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
 - b. the name of the other related party;
 - c. the relationship between the individuals identified in "a" and "b" above;
 - d. a description of the transaction in question and the dollar amount involved (if any);
 - e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
 - f. the potential effect of the payment to a related party on this Grant; and

- g. the measures taken by the GRANTEE to protect 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.

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

Automobile Insurance: If the GRANTEE'S services involve transporting any clients or goods for 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/sub-grantee has complied with the Insurance and Indemnification requirements of this Agreement.

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

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 I: 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 to 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 J:
DEPARTMENT OF WORKFORCE SERVICES (DWS)
FINANCIAL REPORTING

For subrecipients and service providers.

a. General Requirements.

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

Table 2: Federal, State and DWS Financial Reporting Requirements

Policy	Internet Site
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	http://www.whitehouse.gov/omb/circulars/index.html
Utah Code	http://le.utah.gov/UtahCode/title.jsp
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code.htm
SULCAG	http://auditor.utah.gov/wp-content/uploads/sites/5/2013/05/Legal-Compliance-Audit-Guide-2013.pdf

- (4) Additional Financial Reporting Requirements for DEPARTMENT Grants. In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Grant requires GRANTEE to submit various financial reports to the Department of Workforce Services Grant Unit, as set forth in a separate column in Table 3 below, “Federal, State and DWS Financial Reporting Requirements.”
- (5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a Grantee is required to obtain and submit an annual audit or other financial reports is determined by the Grantee’s entity type, the amount, and source of government funds that the Grantee expends during a given year.

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

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

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

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

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

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

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

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

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

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

d. Additional Definitions Used In This Part:

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

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

Table 3: Federal, State, and DWS Auditing Requirements

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

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

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

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> <ul style="list-style-type: none"> . The reporting format required of non-profit Grantees is not required. . The Independent Auditor's Report on State Legal Compliance is not required. . The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. . 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
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ATTACHMENT K
Department of Workforce Services (DWS)
INSURANCE REQUIREMENTS

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

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

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

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

Types of Liability Protection the Contractor Must Provide:

1. Private Contractor—Commercial Insurance Required: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the CONTRACTOR has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:
 - (a) *General Liability Insurance:* The CONTRACTOR shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the CONTRACTOR. The policy shall provide for a limit of no less than \$1,000,000 for each occurrence with a \$3,000,000 aggregate. If the CONTRACTOR is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the CONTRACTOR is written on a "claims-

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

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

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

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

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

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

ATTACHMENT L:

Federal Funding Accountability and Transparency Act (FFATA)

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

PLEASE PROVIDE DUNS # _____

Legal Business Entity Name: _____

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

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

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

(1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and

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

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

Print name: _____

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

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

Print name: _____

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

Name	Position Title	Total Compensation*

Signature: _____ Date: _____

Print name: _____

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

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

ATTACHMENT M: DWS Equal Opportunity Poster (English)

It is against the law for the Department of Workforce Services (DWS), a recipient of Federal financial assistance, to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

DWS must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you must file a complaint within 180 days from the date of the alleged violation with either:

The State of Utah, Department of Workforce Services Equal Opportunity Officer/Customer Relations at **(801) 526-4390** or **1-800-331-4341**, or in writing to either DWS or the Civil Rights Center, as listed below.

Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711 • Spanish Relay Utah: 1-888-346-3162

Equal Opportunity/Customer Relations
Department of Workforce Services
P.O. Box 45249
Salt Lake City, UT 84145-0249

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Ave. NW,
Room N-4123
Washington, DC 20210

If you file a complaint with DWS, you must wait either until DWS issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the CRC, (see address above).

If DWS does not send you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for DWS to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with DWS).

If DWS does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.



DWS 09-15-0106

A Proud Member of America's Workforce Network • Equal Opportunity Employer/Program • Auxiliary aids and services available upon request to individuals with disabilities by calling (801) 526-9240

ATTACHMENT M: DWS Equal Opportunity Poster (Spanish)

Es contra la ley que el Departamento de Servicios de Empleo (DWS), que es recipiente de fondos federales, discrimine basandose en lo siguiente:

- En contra de cualquier individuo en los Estados Unidos a causa de su raza, color, religión, sexo, origen nacional, edad, incapacidad, afiliación política o creencia; y
- En contra de cualquier beneficiario de programas que reciben asistencia financiera bajo el Título I del Decreto de Inversión en Empleo de 1998 (WIA), basandose en que si es o no es ciudadano o inmigrante legal autorizado para trabajar en los Estados Unidos, o en la participación del individuo en cualquier programa o actividad que recibe fondos por medio de Título I de WIA.

El Departamento de Servicios de Empleo (DWS) no debe discriminar en ninguna de las siguientes areas:

- En la decisión de quien sera admitido o tendra acceso a cualquier programa o actividad que recibe fondos por medio del Título I de WIA;
- En proporcionar oportunidades o en el trato de cualquier persona en respecto a tal programa o actividad; o
- En hacer cualquier determinación de empleo en la administración de o en conexión con tal programa o actividad.

Qué Debe Hacer Si Usted Cree Que Lo Han Discriminado

Si Usted piensa que ha sido sujeto a la discriminación bajo un programa o actividad que recibe fondos por medio de Título I de WIA, usted debe presentar una demanda o queja dentro de 180 días a partir de la fecha en que la supuesta violación ocurrió ante:

El Estado de Utah, Oficial de Igualdad de Oportunidad del Departamento de Servicios de Empleo/ Oficina de Servicio al Cliente al (801) 526-4390 o al 1-800-331-4341 o por escrito al Departamento de Servicios de Empleo o al Centro de Derecho Civiles a los siguientes domicilios:

(Las personas mudaz o sordas pueden llamar a: State Relay al 1-800-346-4128)

Equal Opportunity/Customer Relations
Center (CRC)
P.O. Box 45249
Salt Lake City, UT 84145-0249

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Ave. NW,
Room N-4123
Washington, DC 20210

Si presenta una queja ante el Departamento de Servicios de Empleo (DWS), debe esperar a que este departamento dicte un Aviso de Acción Final o hasta haber transcurrido 90 días segun lo que ocurra primero de estas dos, antes de presentar queja con el Centro de Derechos Civiles (CRC) al domicilio antedicho.

Si DWS no le envia por escrito un Aviso de Acción Final dentro de 90 días de la fecha en que Usted inicio su queja, no necesita esperar a que el DWS dicte tal Aviso para presentar su queja ante el Centro de Derechos Civiles (CRC). Sin embargo, si necesita presentar su queja ante el CRC, se debe de hacer antes de 30 días a partir del plazo dado de 90 días, es decir, a más tardar 120 días de la fecha en que primero presentó su queja o demanda ante el DWS.

Si el DWS le otorga un Aviso de Acción Final pero Usted no esta satisfecho con la decisión o resolución, puede presentar su queja ante el CRC. Debe hacer esto antes de 30 días despues de haber recibido el Aviso de Acción Final.



DWS 09-15S-0201 NCR

Igualdad De Oportunidad