Department of Workforce Services

Request for Grant Applications (RFGA)

TANF Grant

LETTER OF INTENT DUE: Monday, July 7, 2014, 5:00 PM

APPLICATION DUE: ~~Wednesday, July 23, 2014, 12:00 PM (Noon)~~
Friday, August 1, 2014, 12:00 PM (Noon)

TANF Grant

Department of Workforce Services

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Table of Contents

Project Description 3
Grant Information 4-6
Application Process 7
Submission Checklist. 8

Forms

Grant Application Cover Sheet 9
Program Information 10
Grant Application Narrative 11-14
Application Attachments 14
Budget Detail Form 15
Budget Narrative and Itemization Form 16

Attachments

Attachment A - Scope of Work/Performance Requirements 17-19
Attachment B - Program Services 20-21
Attachment C-1 & C-2 - Pre-Proposal Bidders Meeting 22-23
Attachment D - Evaluation Score Sheet (TANF Purposes 1 & 2) 24-25
Attachment E - Evaluation Score Sheet (TANF Purposes 3 & 4) 26-27
Attachment F - Allowable Costs 28
Attachment G - Grant Terms and Conditions 29-36
Attachment H - Form 300 37-40
Attachment I - Rural Map 41
Attachment J - Non-Disclosure Agreement 42
Attachment K - Code of Conduct 43-45
Attachment L - Background Check Policy 46-48
Attachment M - DWS Insurance Requirement 49-52

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

TANF Grant

Department of Workforce Services

Request for Grant Applications

LETTER OF INTENT DUE: Monday, July 7, 2014, 5:00 PM
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Introduction

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

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

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

Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.

Purpose 4: Encourage the formation and maintenance of two-parent families.

Objective

DWS is requesting grant applications for organizations to assist clients with preparing, obtaining and maintaining employment through comprehensive services that meet the four TANF Purposes. The TANF Grant allows organizations to develop or expand programs that serve families with income limits at or below 200% of the Federal Poverty Level. Under TANF Purposes 1 and 2 programs must determine client eligibility to assist needy families. Programs providing services under TANF Purposes 3 and 4 do not require income eligibility, but should serve low-income, at-risk families.

The TANF population is diverse. Employment is critical to strengthening families and achieving self-sufficiency. Program efforts should complement, enhance and/or integrate with existing community services focused on low-income and at-risk families. Program must demonstrate how funds will be used to support families and address the needs of clients with barriers to self-sufficiency in relation to the four TANF Purposes.

GRANT INFORMATION

Minimum Requirements

1. Program must meet one or more of the following TANF Purposes:
   Purpose 1: Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. (**Requires Income Eligibility**)
   Purpose 2: Reduce the dependency of needy parents by promoting job preparation, work, and marriage. (**Requires Income Eligibility**)
   Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.
   Purpose 4: Encourage the formation and maintenance of two-parent families.
2. Eligibility (For TANF Purposes 1 and 2 only)
   a. Programs must have the ability to determine eligibility for services under TANF Purposes 1 and 2.
   b. Participant of services under Purposes 1 and 2 must complete Form 300 to determine income eligibility (see *Attachment H – Form 300*).
   c. Programs must utilize DWS's TANF Eligibility Verification System (TEVS).
   d. Details regarding eligibility and TEVS can be found at**:** http://jobs.utah.gov/services/tevs/tanfcontract.html
3. See *Attachment A - Scope of Work* for detailed requirements.

TANF Services

Organizations must select one service from one of the lists below. If providing multiple services, separate applications are required for each service (see *Attachment B - Program Services* for service definitions).

1. Services under **TANF Purposes 1 and 2.** Any service from this list requires **INCOME ELIGIBILITY**. Program must complete eligibility requirements to serve families that have an eligible child under the age of 18 and with income at or below 200% of the Federal Poverty Level (FPL).
   a. Addiction intervention/support
   b. Adult mentoring/peer support for job preparation and education
   c. Basic technology skills
   d. Domestic violence prevention/victim support
   e. Employment retention/job training
   f. Expungement assistance
   g. Fatherhood initiatives/engaging non-custodial parents
   h. Family preservation
   i. Pre-K/school readiness
   j. Rural transportation
   k. Skills training and employment support for transitioning out of incarceration
2. Services under **TANF Purposes 3 and 4.** Any services provided from this list **DO NOT** require income eligibility; however, programs must serve low-income, at-risk families.
   a. Financial responsibility (budgeting, credit management, asset building)
   b. Out-of-wedlock pregnancy prevention
   c. Parenting/relationship skills
   d. Youth mentoring

Who May Apply

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

Geographic Coverage

1. Applications are encouraged to cover as many geographic jurisdictions as appropriate to support statewide services.
2. Programs providing services in rural areas are encouraged to apply (see *Attachment I: Rural Map*).

Expected Measurements and Outcomes

1. Program must track data to demonstrate outcomes of funded services.
    a. Data may consist of, but is not limited to, the following:
        i. Needs Assessment
        ii. Projected Participants
        iii. Measurements and Outcomes
2. Specific reporting instructions will be provided at the grant orientation after awards have been made.

Budget

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

Funding

1. Funding source is the Temporary Assistance for Needy Families (TANF) Block Grant.
2. Funding amount is open based on programming needs and budget justification.
3. Suggested minimum of $90,000 and a maximum of $900,000 per service over the three year grant.
4. Grants will be awarded based on demonstrated need and quality of proposed program.
5. Grant funds may not be used to supplant existing funds.
6. DWS reserves the right to partially fund a grant application.
7. Funding will be distributed on a reimbursement basis.
    a. Requests for reimbursement must be submitted a minimum of biannually and a maximum of quarterly.
8. See *Attachment F - Allowable Costs*.

Period of Performance

1. Funding for grant recipients begin November 1, 2014. Grant period ends October 31, 2017.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

Evaluation and Award

1. Grant applications will be evaluated on a competitive basis.
2. Organizations must submit **one application per service** provided to allow services to be scored competitively on an individual basis.
3. Applicants must be available for questions or clarification during the grant review period.
4. Applicants must be available for presentations upon request.
5. A priority point will be awarded for services provided in rural areas (see *Attachment I – Rural Map*).
6. Applications may score a maximum of 86 points if applying for services under TANF Purposes 1 or 2, and 76 points if applying for services under TANF Purposes 3 or 4. Applications scoring below 49 points (Purposes 1 or 2) or below 43 points (Purposes 3 or 4) will not be considered.
7. DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
8. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

Questions

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before Wednesday, July 9, 2014. Written responses will be posted by July 11, on the DWS website at http://jobs.utah.gov/edo/rfp.html for all prospective applicants to view. Direct questions to the following:

- TANF Program Manager: Sisifo Taatiti, staatiti@utah.gov, 801-834-1096
- Contract Analyst: Jolene Christian Hill, johill@utah.gov, 385-212-4575

Addenda

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than July 11, 2014.

APPLICATION PROCESS

Timeline

- **Pre-Proposal Bidders Meeting: June 18-30, 2014** (see *Attachment C-1 and C-2 - Pre-Proposal Bidders Meeting*)
- **Letter of Intent (REQUIRED): July 7, 2014, 5:00 PM.** (http://tinyurl.com/TANFgrant) The Letter of Intent is required. All intent letters must be submitted by this date or applications will not be considered for funding.
- **Application Submission Deadline:** ~~**12:00 PM (Noon), Wednesday, July 23, 2014**~~

  12:00 PM (Noon) Friday, August 1, 2014. Applications must be received no later than 12:00 PM. Applications received after 12:00 PM will not be accepted. Applications may not be faxed.
- **Anticipated Grant Award Date:** It is anticipated that the announcement of grant awards will be made in **September 2014**.
- **Award Effective Date**: **November 1, 2014 - October 31, 2017.**

Application Procedure

1. Applicant must use the provided forms to submit application. Applicant must bear the cost of preparing and submitting application. Application must be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFGA will result in disqualification of the application.**
2. **Application forms must be typed**. The forms are created as save-able documents. Forms can be found at http://jobs.utah.gov/edo/rfp.html. The PDF forms need to be submitted by email in the original format, not scanned.
3. Application must be stapled, not bound or in a binder.
4. Application Cover Sheet must be the first page of the application.
5. Applicants must **submit one copy via email**, with all PDF forms in the original format (without the final signature) and all attachments to tanfgrant@utah.gov.
6. **Submit one original** (with an original signature) and **four (4) identical paper copies** of the application to the address listed on page 8.
7. Paper copies **AND** the emailed copy – **must be received no later than** ~~**12:00 PM (Noon), Wednesday, July 23, 2014**~~ **12:00 PM (Noon) Friday, August 1, 2014.** Application may not be faxed. Late applications will not be accepted. No exceptions!
8. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded prior to scoring.

SUBMISSION CHECKLIST

- ☐ **Letter of Intent** submitted by Monday, July 7, 2014, 5:00 PM. All intent letters must be submitted by this date or applications will not be considered for funding.
- ☐ **Submit** forms in the original PDF format (pre-signature) and attachments, **by email** to tanfgrant@utah.gov.
- ☐ **Submit one original** (with an original signature) and **four (4) identical paper copies** of the application to the address below.

Each copy of the application must include the following in order:
Application forms are available at: http://jobs.utah.gov/edo/rfp.html

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

Submit applications by ~~Wednesday, July 23, 2014, by 12:00 PM (Noon)~~ Friday, August 1, 2014 by 12:00 PM (Noon) to:

Email copy (required):
tanfgrant@utah.gov

Paper copies (required):
Sisifo Taatiti, TANF Program Manager
Department of Workforce Services
140 East 300 South
Salt Lake City, Utah 84111

Questions:
TANF Program Manager: Sisifo Taatiti, staatiti@utah.gov, 801-834-1096
Contract Analyst: Jolene Christian Hill, johill@utah.gov, 385-212-4575

Department of Workforce Services – TANF Grant
Grant Application Cover Sheet

ORGANIZATION

Organization:_____

Federal Tax ID #: _____

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

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

Executive Director or equivalent (person authorized to sign grant application and/or an awarded contract):

Name:_____Position:_____

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

Telephone:_____Email:_____

Signature:_____**Date:**_____
By signing I certify that all information provided in this grant application is complete and accurate.

GRANT ADMINISTRATOR (if different from above)

Name: _____Position:_____

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

Phone: _____Email:_____

FINANCIAL ADMINISTRATOR

Name: _____Position:_____

Address:_____ City:_____State:_____ Zip Code:_____

Telephone:_____Email:_____

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

☐ Beaver County	☐ Emery County	☐ Morgan County	☐ Summit County
☐ Box Elder County	☐ Garfield County	☐ Piute County	☐ Tooele County
☐ Cache County	☐ Grand County	☐ Rich County	☐ Uintah County
☐ Carbon County	☐ Iron County	☐ San Juan County	☐ Utah County
☐ Davis County	☐ Juab County	☐ Salt Lake County	☐ Wasatch County
☐ Daggett County	☐ Kane County	☐ Sanpete County	☐ Washington County
☐ Duchesne County	☐ Millard County	☐ Sevier County	☐ Wayne County
			☐ Weber County

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

Program Information

Organization: _____

Section A: Program Information

The program is (please check one):

- ☐ A new program
- ☐ An existing program

Priority Point:

- ☐ The organization is providing service(s) in a rural community, based on *Attachment I – Rural Map*. Provide details of each service in the narrative.

Select one or more TANF purpose(s):

- ☐ Purpose 1- Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
- ☐ Purpose 2- Reduce the dependency of needy parents by promoting job preparation, work and marriage.
- ☐ Purpose 3- Prevent and reduce the incidence of out-of-wedlock pregnancies.
- ☐ Purpose 4- Encourage the formation and maintenance of two parent families.

Section B: Program Services- Program must submit a SEPARATE APPLICATION FOR EACH SERVICE for which the organization is requesting funding. Please select ONE service:

Check the service under Purposes 1 and 2 the program proposes to offer (these services require income eligibility):

- ☐ Addiction intervention/support
- ☐ Adult mentoring/peer support for job preparation and education
- ☐ Basic technology skills
- ☐ Domestic violence prevention/victim support
- ☐ Employment retention/job training
- ☐ Expungement assistance
- ☐ Family preservation
- ☐ Fatherhood initiatives/engaging non-custodial parents
- ☐ Pre-K/school readiness
- ☐ Rural transportation
- ☐ Skills training and employment support for transitioning out of incarceration

OR

Check the service under Purposes 3 and 4 the program proposes to offer:

- ☐ Financial responsibility (budgeting, credit management, asset building)
- ☐ Out-of-wedlock pregnancy prevention
- ☐ Parenting/relationship skills
- ☐ Youth mentoring

Section C: Please list locations the program intends to serve

City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____
City:_____	Zip Code:_____	City:_____	Zip Code:_____

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

Department of Workforce Services – TANF Grant

Grant Application Narrative

Organization:

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

1. **PROGRAM OVERVIEW**
   Provide a program description including a needs assessment of the community and population to be served (supported by data), and an overview of programming offered to meet the needs.

2. **TARGET POPULATION**
   Describe the target population and how the program intends to identify, market, recruit, and engage participants.

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

3. PROGRAM SERVICE

Describe the scope of the service to be offered and explain how the program supports one or more of the TANF purposes. Include a description of the evidence-based program model or practice to be utilized. Describe the collaboration with other organizations and/or Community partners.

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

4. **ELIGIBILITY** **(Must be answered if providing services under Purposes 1 and 2, requiring income eligibility)**

Programs will be required to determine eligibility based on the following:

a. Families receiving services must be at or below 200% of Federal Poverty Level (FPL).
b. Families receiving services must have an eligible child under the age of 18.
c. Organization will be responsible for verifying eligibility by filling out Form 300.
d. Organization will be responsible for entering participant information in TEVS.

Describe how the organization intends to address the TANF eligibility requirements.

5. **STAFFING**

Describe the organizational staff positions and provider qualifications, licenses, or certifications.

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

6. MEASUREMENTS AND OUTCOMES

Describe the intended service measurements, outcomes and data collection method(s) to support these outcomes.

Unofficial Form
Find forms at
jobs.utah.gov/ego/rfp.html

APPLICATION ATTACHMENTS

I. **Collaboration Letter(s) -** Attach letter(s) from outside collaborative agency/entity(s)* referenced in question 3 (Program Services). The letter(s) should provide a brief description of the involvement with the services provided. The letter(s) should include specific detailed information about how the organizations will partner. Interagency agreements, memoranda of understanding or other comparable documents are encouraged. These are not letter(s) of support.

II. **501(c)(3) Letter**- If applicable.

III. **Negotiated Indirect Cost Agreement** - If applicable.

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

Department of Workforce Services - TANF Grant
November 1, 2014 - October 31, 2017
Budget Detail Form

Organization Name:				
Category I Administrative Expenses ~~Grant funds spent on Admin Expenses must be clearly outlined in the budget. Admin Expenses may not exceed the actual indirect cost rate as determined by the applicant's organization, and cannot exceed 10% of the total Category II Program Expenses.~~ Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.	**Grant Funds Requested Year 1**	**Grant Funds Requested Year 2**	**Grant Funds Requested Year 3**	**Total Budget Request**
1. Salaries				$0
2. Fringe Benefits				$0
3. Travel/Transportation				$0
4. Indirect Costs				$0
5. Space Costs				$0
6. Utilities				$0
7. Communications (printing, copying, phone, postage)				$0
8. Equipment/Furniture				$0
9. Supplies				$0
10. Miscellaneous				$0
11.Conferences/Workshops (training)				$0
12. Insurance				$0
13.Professional Fees/Contract Services				$0
Total Category I Administrative Expenses	$0	$0	$0	$0
Category II Program Expenses				
1. Salaries				$0
2. Fringe Benefits				$0
3. Travel/Transportation				$0
4. Indirect Costs				$0
5. Space Costs				$0
6. Utilities				$0
7. Communications (printing, copying, phone, postage)				$0
8. Equipment/Furniture				$0
9. Supplies				$0
10. Miscellaneous				$0
11.Conferences/Workshops (training)				$0
12. Insurance				$0
13.Professional Fees/Contract Services				$0
Total Category II Program Expenses	$0	$0	$0	$0
Total Expenses Category I and II	$0	$0	$0	$0

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

Department of Workforce Services - TANF Grant
November 1, 2014 - October 31, 2017
Budget Narrative and Itemization Form

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

Organization:		
Category I Administrative Expenses Note: ~~Grant funds spent on Admin Expenses must be clearly outlined in the budget. Admin Expenses may not exceed the actual indirect cost rate as determined by the applicant's organization, and cannot exceed 10% of the total Category II Program Expenses.~~ Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.	**Itemized Details of DWS Grant Funds Requested (3 year grant period combined)**	**DWS Grant Funds Requested**
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Indirect Costs (Cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate)		
5. Space Costs		
6. Utilities		
7. Communications (printing, copying, phone, postage)		
8. Equipment/Furniture		
9. Supplies		
10. Miscellaneous		
11.Conferences/Workshops		
12. Insurance		
13.Professional Fees/Contract Services		
Total Category I Program Expenses		$0
Category II Program Expenses		
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Indirect Costs (Cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate)		
5. Space Costs		
6. Utilities		
7. Communications (printing, copying, phone, postage)		
8. Equipment/Furniture		
9. Supplies		
10. Miscellaneous		
11.Conferences/Workshops		
12. Insurance		
13.Professional Fees/Contract Services		
Total Category II Program Expenses		$0
Total Expenses Category I and II		$0

Unofficial Form
Find forms at
jobs.utah.gov/edo/rfp.html

Attachment A: Scope of Work

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

Purpose 1: Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
Purpose 2: Reduce the dependency of needy parents by promoting job preparation, work, and marriage.
Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.
Purpose 4: Encourage the formation and maintenance of two parent families.

Objective:
The objective of this grant is to allow organizations to expand or develop programs that will assist families with income limits at or below 200% of the Federal Poverty Level. Under TANF Purposes 1 and 2 programs must determine client eligibility to assist needy families. Programs providing services under TANF Purposes 3 and 4 do not require income eligibility, but should serve low-income, at-risk families.

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

1. **Funding Period**
    a. Grant funding period will be November 1, 2014 through October 31, 2017.

2. **TANF Purpose**
    a. Programs must provide services that meet one or more of the TANF purposes:
        Purpose 1: Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. (**Requires Income Eligibility**)
        Purpose 2: Reduce the dependency of needy parents by promoting job preparation, work, and marriage. (**Requires Income Eligibility**)
        Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.
        Purpose 4: Encourage the formation and maintenance of two parent families.

3. **Program Services**
    Program must provide a service from the following areas as detailed in the approved application.
    a. Services under TANF Purposes 1 and 2 require **INCOME ELIGIBILITY** determination.
        i. Addiction intervention/support
        ii. Adult mentoring/peer support for job preparation and education
        iii. Basic technology skills
        iv. Domestic violence prevention/victim support
        v. Employment retention/job training
        vi. Expungement assistance
        vii. Family preservation
        viii. Fatherhood initiatives/engaging non-custodial parents
        ix. Pre-K/school readiness

x. Rural transportation
xi. Skills training and employment support for transitioning out of incarceration

b. Services under TANF Purposes 3 and 4 DO **NOT** require income eligibility.
   i. Financial responsibility (budgeting, credit management, asset building)
   ii. Out-of-wedlock pregnancy prevention
   iii. Parenting/relationship skills
   iv. Youth mentoring

4. **Income Eligibility (Required for services under TANF Purposes 1 or 2)**
   a. Families receiving services must be at or below 200% of Federal Poverty Level (FPL).
   b. Families receiving services must have an eligible child under the age of 18.
   c. Organization will be responsible for verifying eligibility by filling out Form 300 (see *Attachment H – Form 300*).
   d. Organization will be responsible for entering participant information in DWS-TEVS.

5. **Measurements and Outcomes**
   a. Expand and/or develop programs to serve needy families and fill gaps in services.
   b. Outcomes will be based on the services provided including numbers served, project goals and outcomes, impact on clients, etc.
   c. Program must provide and utilize measurement tool(s) or data collection methods.

6. **Grant Orientation Meeting**
   a. Funded program's grant administrator and fiscal management must attend a 2-3 hour, in-person, grant orientation meeting in Salt Lake City (TBA).
   b. Funded programs will receive training on eligibility determination and grant reporting.

7. **Reporting**
   a. Programs must provide two progress reports per year detailing DWS grant outcome requirements.

8. **Monitoring**
   a. A minimum of one on-site monitoring visit per year will be conducted by DWS to ensure program compliance.

9. **Expense Reimbursement**
   a. Programs shall submit requests for reimbursement of expenses using the reimbursement-billing template provided by DWS.
   b. Requests for reimbursement must be submitted a minimum of twice per year and no more than quarterly.
   c. DWS will strive to make timely payments. Turn-around-time for payment is determined by accuracy of invoice and approval by DWS Finance Division.

10. **Allowable Costs**
    a. Allowable costs for this Grant are specified in *Attachment F - Allowable Costs*.

11. **Oversight**
    a. Grantee must ensure proper administrative and accounting procedures are followed.
    b. Applicants may not subcontract with another organization for administration of the program.
       i. The organization applying must provide program administration. This includes and is not limited to:

- Operating as the DWS grant contact
- Staffing and recruitment
- Program structure and development
- Acting as the fiscal agent and maintaining fiscal responsibility
- Providing grant reports to DWS
- Program accountability

12. **Terms and Conditions**

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

- *Attachment A - Scope of Work/Performance Requirements*
- *Attachment G - Grant Terms and Conditions*
- *Attachment J - Non-Disclosure Agreement*
- *Attachment K - Code of Conduct*
- *Attachment L - Background Check Policy*
- *Attachment M – DWS Insurance Requirement*

Attachment B: Program Services

Organizations must select one service per grant application. Service definitions for program delivery methods are listed below.

Services under TANF Purposes 1 and 2 require <u>INCOME ELIGIBILITY</u> determination.

1. **Addiction intervention/support**
   This includes the broad array of treatment and intervention services that may be needed to help individuals overcome, manage, or accommodate identified and verified conditions that will help stabilize situations and permit individuals to participate more fully in employment activities and the workplace. Where impairments are most severe, chronic, etc. assistance may be provided to help individuals obtain Social Security Income (SSI).

2. **Adult mentoring/peer support for job preparation and education**
   Adult education includes programs and services to help individuals obtain a General Education Development (GED), acquire basic skills for work, and help develop workplace expectations. Activities and services may include helping individuals prepare for entry into the workplace, build self-esteem, develop a resume, problem solving, appropriate attire, etc.

3. **Basic technology skills**
   Training offered should relate to technical skills including keyboarding, software, and other basic computer training.

4. **Domestic violence prevention/victim support**
   Support includes case management, counseling, short term emergency shelter/transitional housing, and information and referral services.

5. **Employment retention/job training**
   A wide range of employment training activities focused on job retention including on the job training, advancement training, internships, and job related vocational and literacy skills. Training may occur in a classroom or a flexible delivery system utilizing the workplace.

6. **Expungement assistance**
   Assistance may include quality legal services to low-income families who are seeking expungement of their criminal records to reduce legal barriers in support of job opportunities.

7. **Family preservation**
   Family preservation may include short term, family-focused services designed to assist families in crisis by improving parenting and family functioning while keeping children safe.

8. **Fatherhood initiatives/engaging non-custodial parents**
   Initiatives should focus on connecting and reconnecting fathers with their children. Programs should emphasize personal/financial responsibility, family mediation, father-child interactions, coping with stress, problem solving skills, peer support, and job training opportunities that lead to employment.

9. **Pre-K/school readiness**
   Services may include counseling needy parents about health, safety, educational, cognitive, social and emotional developmental issues related to their children's school readiness.

Programming may include early childhood home visitation, developmentally appropriate Pre-K education, intended to serve as a preventative measure for children at risk.

10. **Rural transportation**
    Provide employment related transportation services in rural areas.

11. **Skills training and employment support for transitioning out of incarceration**
    Programming should provide employment support and job training for transitioning ex-offenders to help reduce recidivism.

Services under TANF Purposes 3 and 4 do NOT require income eligibility.

1. **Financial responsibility**
   Focus on budgeting, financial education, credit management, and asset building strategies. Programs may include helping families achieve financial security and promote economic stability. Proposed workshops may be developed in partnership with DWS to be offered at Employment Centers for DWS customers.

2. **Out-of-wedlock pregnancy prevention**
   Pregnancy prevention and health promotion may include services or classes that focus on teen pregnancy and out-of-wedlock pregnancy prevention. Programs should be evidence based with outcomes tied to out-of-wedlock pregnancy prevention.

3. **Parenting/relationship skills**
   Programming should focus on parenting and relationship skills, communication strategies, premarital, marriage and family counseling, and mediation services to maintain or form two-parent families.

4. **Youth mentoring**
   Services may include one-on-one or group education and training to prepare youth with essential life skills to live and participate independently and effectively in the community. Programs should focus on mentoring, motivating, and building self-esteem to prepare youth for future training, education and employment.

Department of Workforce Services – TANF Grant
Attachment C-1: Pre-Proposal Bidder's Meeting

Attendance at the Pre-Proposal Bidder's Meeting is not a requirement for applying for the TANF Grant, but is an opportunity to review the RFGA and ask questions. Many applicants find it helpful in preparing their grant application. All meetings will cover the same information. Questions asked at the pre-proposal meetings, with their answers, will be posted online by July 11, 2014 at: http://jobs.utah.gov/edo/rfp.html

Please bring a copy of the TANF Grant RFGA with you to the Pre-Proposal Bidder's Meeting.

Location	Date	Time	Address
Logan	18-Jun	10:00	DWS- Logan Employment Center 180 North 100 West Logan, UT 84321
Ogden		2:00	DWS- Ogden Employment Center 480 27th Street Ogden, UT 84401
Brigham City	19-Jun	10:00	DWS- Brigham Employment Center 138 West 990 South Brigham City, UT 84302
Woods Cross		2:00	DWS- Woods Cross Employment Center 763 West 700 South Woods Cross, UT 84087
Cedar City	23-Jun	12:30	DWS- Cedar City Employment Center 176 East 200 North Cedar City, UT 84721
St. George		3:30	City of St. George 175 E 200 N St. George, UT 84770
Richfield	24-Jun	10:30	Six County Association of Governments Training RM 250 N. Main Richfield, UT 84701
Moab		4:00	Moab City Hall 217 East Center St. Moab, UT 84532
Price	25-Jun	10:30	DWS- Price, Training Room 475 West Price River Drive #300 Price, UT 84501
Provo		3:00	DWS- Provo Employment Center 1550 North 200 West Provo, UT 84604

Department of Workforce Services – TANF Grant
Attachment C-2: Pre-Proposal Bidder's Meeting

Attendance at the Pre-Proposal Bidder's Meeting is not a requirement for applying for the TANF Grant, but is an opportunity to review the RFGA and ask questions. Many applicants find it helpful in preparing their grant application. All meetings will cover the same information. Questions asked at the pre-proposal meetings, with their answers, will be posted online by July 11, 2014 at: http://jobs.utah.gov/edo/rfp.html

Please bring a copy of the TANF Grant RFGA with you to the Pre-Proposal Bidder's Meeting.

Location	Date	Time	Address
Provo	26-Jun	9:00	DWS- Provo Employment Center 1550 North 200 West Provo, UT 84605
Roosevelt		2:00	DWS- Roosevelt, Conference Room 140 West 425 South 300-13 Roosevelt, UT 84066
Taylorsville	27-Jun	10:00	DWS- South County 5735 South Redwood Road Taylorsville, UT 84123
Salt Lake City	27-Jun	2:00	Department of Workforce Service 1385 South State Street Salt Lake City, Utah 84115
Clearfield	27-Jun	10:00	DWS- Clearfield Employment Center 1290 East 1450 South Clearfield, UT 84015
Webinars			
Webinar	30-Jun	10:00	Please pre-register for the TANF Grant Pre-Proposal Bidders Meeting: https://attendee.gotowebinar.com/register/1413800788436445442 After registering, you will receive a confirmation email containing information about joining the webinar and/or calling in.
Webinar	30-Jun	2:00	Please pre-register for the TANF Grant Pre-Proposal Bidders Meeting: https://attendee.gotowebinar.com/register/4353901478179389185 After registering, you will receive a confirmation email containing information about joining the webinar and/or calling in.

Attachment D: Evaluation Score Sheet for Purposes 1 and 2

Application #:_____

Organization:_____

Service:_____

Evaluator #:_____

Score will be assigned as follows:

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

Instructions: Each application will be scored individually. Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applications scoring below 49 will not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
PRIORITY POINT				
The proposed service will be offered in a rural community, based on the map provided. (Details must be provided in the narrative)	Yes/No	If Yes 1 Pt.		1 point possible
NARRATIVE				
1. PROGRAM OVERVIEW: (10 points possible)				
The application provides a program description including a needs assessment of the community and population to be served (supported by data), and an overview of programming offered to meet the needs.		X2		**10 points possible**
2. TARGET POPULATION: (10 points possible)				
The application describes the target population and how the program intends to identify, market, recruit, and engage participants.		X2		**10 points possible**
3. PROGRAM SERVICES: (25 points possible)				
The application describes the scope of each service to be offered and explains how the program supports one or both TANF purposes (purposes 1 and 2).		X3		**15 points possible**
The application includes a description of the evidence-based program models or practices to be utilized.		X1		**5 points possible**
The application describes the collaboration with other organizations and/or Community partners.		X1		**5 points possible**
4. ELIGIBILITY: (10 points possible) (Only if providing services under TANF purpose 1 and 2, requiring eligibility)				
The application describes how the organization intends to address the TANF eligibility requirements. Programs will be required to determine eligibility based on the following: • Families receiving services must be at or below 200% of Federal Poverty Level (FPL). • Families receiving services must have an eligible child under the age of 18. • Organization will be responsible for verifying eligibility by filling out Form 300. • Organization will be responsible for entering participant information in TEVS.		X2		**10 points possible**
5. STAFFING: (10 points possible)				
The application describes the organizational staff positions and provider qualifications, licenses, or certifications.		X2		**10 points possible**

6. OUTCOMES: (10 points possible)				
The application describes the intended service outcomes and data collection method(s) to support these outcomes.		X2		**10 points possible**
ATTACHMENTS				
7. COLLABORATION LETTERS*: (5 points possible)				
Letters from partnering organizations, signed by a senior administrator of that organization, clearly delineate any service or financial contribution for each year the project is operating. These are not letters of support.		X 1		**5 points possible**
8. 501 (c)(3):				
If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	**N/A**
9. Negotiated Indirect Cost Rate Agreement:				
If applicable, the program has provided a Negotiated Indirect Cost Rate Agreement.	Yes/No	N/A	N/A	**N/A**
BUDGET				
10. BUDGET NARRATIVE AND ITEMIZATION FORM: (5 points possible)				
Details include the cost breakdown for each line item, including any requested administrative costs. • Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). • Costs should be reasonable and customary.		X1		**5 points possible**
TOTAL EVALUATION POINTS		**Total**		**86 points possible**

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

Evaluator Notes and Comments:

Attachment E: Evaluation Score Sheet for Purposes 3 and 4

Application #:_____

Organization:_____

Service:_____

Evaluator #:_____

Score will be assigned as follows:

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

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applications scoring below 43 will not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
PRIORITY POINT				
The proposed service will be offered in a rural community, based on the map provided. (Details must be provided in the narrative)	Yes/No	If Yes 1 Pt.		**1 point possible**
NARRATIVE				
1. PROGRAM OVERVIEW: (10 points possible)				
The application provides a program description including a needs assessment of the community and population to be served (supported by data), and an overview of programming offered to meet the needs.		X2		**10 points possible**
2. TARGET POPULATION: (10 points possible)				
The application describes the target population and how the program intends to identify, market, recruit, and engage participants.		X2		**10 points possible**
3. PROGRAM SERVICES: (25 points possible)				
The application describes the scope of each service to be offered and explains how the program supports one or both TANF purposes (purposes 3 and 4).		X3		**15 points possible**
The application includes a description of the evidence-based program models or practices to be utilized.		X1		**5 points possible**
The application describes the collaboration with other organizations and/or Community partners.		X1		**5 points possible**
4. STAFFING: (10 points possible)				
The application describes the organizational staff positions and provider qualifications, licenses, or certifications.		X2		**10 points possible**
5. OUTCOMES: (10 points possible)				
The application describes the intended service outcomes and data collection method(s) to support these outcomes.		X2		**10 points possible**
ATTACHMENTS				
6. COLLABORATION LETTERS*: (5 points possible)				
Letters from partnering organizations, signed by a senior administrator of that organization, clearly delineate any service or financial contribution for each year the project is operating. These are not letters of support.		X 1		**5 points possible**

7. 501 (c)(3):				
If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	**N/A**
8. Negotiated Indirect Cost Rate Agreement:				
If applicable, the program has provided a Negotiated Indirect Cost Rate Agreement.	Yes/No	N/A	N/A	**N/A**
BUDGET				
9. BUDGET NARRATIVE AND ITEMIZATION FORM: (5 points possible)				
Details include the cost breakdown for each line item, including any requested administrative costs. • Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). • Costs should be reasonable and customary.		X1		**5 points possible**
TOTAL EVALUATION POINTS		**Total**		**76 points possible**

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

Evaluator Notes and Comments:

Attachment F: Allowable 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 circulars. They must be consistent with the grantee's procurement policies and procedures. Grantees are 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 grantee may have to repay the funds or incur a financial penalty.

Funds may be used for:

1. **Equipment:** Equipment and supplies used to support program activities.
2. **Training:** Training for direct service providers.
3. **Travel:** Travel shall be reimbursed according to the then-current State per diem policy.
4. **Personnel:** Full-time and part-time program staff costs. Salaries and benefits for group leaders and/or directors (working specifically on the objectives of the grant or contract– i.e. direct labor costs) are allowable. Salary or wages for time spent attending training or meetings required by the Grant are allowable.
5. ~~**Administrative expenses:** Grant 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 the applicant's organization, and cannot exceed 10% of the total Program Expenses. Documentation for such cost will be required with each invoice.~~

   Administrative Expenditures: The Department will reimburse administrative costs (both direct and indirect) up to 10% of the total budget amount.
6. **Indirect Costs:** Grantees are limited to an indirect cost rate of 10% or their federally-approved indirect cost rate. If applicable, grantees must provide a copy of the approval for their negotiated indirect cost rate.
7. **Eligibility:** Costs associated with determining eligibility (form 300) must be included in Administrative costs.
8. ~~**Consultant**~~ **Contractor fees:** Fee for ~~services~~ contracted services to accomplish specific grant/contract objectives.

Funds may NOT be used for:

1. **Supplanting:** Grant funds must be used in addition to existing funds for the program and not replace current funding from other sources.
2. **Capital expenditures:** All equipment purchases over $5,000 are considered capital expenses, which are not allowed under this Grant.
3. **Construction:** Construction of new buildings or renovation of facilities.
4. **Vehicles:** Purchases of motor vehicles are not allowed.

ATTACHMENT G

Department of Workforce Services
Grant Terms and Conditions

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

GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

b. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DEPARTMENT-initiated customer feedback.

8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DEPARTMENT'S policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.

9. **GRANT RENEWAL:** Renewal of Grant will be solely at the discretion of DEPARTMENT.

10. **RENEGOTIATION OR MODIFICATIONS:** This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.

11. **GRANT TERMINATION:**

a. **Termination for Cause:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. The DEPARTMENT will give the GRANTEE only one opportunity to correct and cease the violations.

b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DEPARTMENT to terminate the Agreement immediately for a violation of that provision, DEPARTMENT may terminate this Agreement immediately by notifying GRANTEE in writing. The DEPARTMENT may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by the DEPARTMENT.

c. **No-Cause Termination:** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

d. **Fund-Out Termination:** GRANTEE acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DEPARTMENT cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DEPARTMENT fails to receive appropriations then DEPARTMENT may, by giving at least 30 days advance written notice, terminate this Agreement. DEPARTMENT will reimburse GRANTEE for services performed up through the date of cancellation.

e. **Attorneys' Fees and Costs:** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

f. **Remedies for Grantee's Violation:**

1. In the event this Agreement is terminated as a result of a default by GRANTEE, DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as DEPARTMENT deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by DEPARTMENT in obtaining similar services.

2. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

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

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

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

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

15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DEPARTMENT, GRANTEE'S record keeping practices and/or reporting to DEPARTMENT are not conducted in a timely and satisfactory manner, DEPARTMENT may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DEPARTMENT agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

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

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

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

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

standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

20. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.

b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DEPARTMENT'S Equal Opportunity Notice (English or Spanish version, DWS 09-15E-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 DEPARTMENT'S Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DEPARTMENT monitors.

22. **SEPARABILITY:** A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.

23. INDEMNITY:

- IF THE GRANTEE IS A GOVERNMENTAL AGENCY: Both parties to this Agreement are governmental entities as defined by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents,

officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

- IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY: The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

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

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

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

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

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

Table 1: Cost Accounting Principles

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

c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.

ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.

iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met: 1)a perpetual time record must be maintained and 2) prior written approval must be obtained from the DEPARTMENT'S Finance-Contracting Division

iv. Compensation for Personal Expenses: The DEPARTMENT will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. Third-Party Reimbursement and Program Income: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to Department Of Workforce Services be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.

28. **ADMINISTRATIVE EXPENDITURES:** ~~If applicable, DEPARTMENT will reimburse GRANTEE for actual administrative or indirect costs (Category I) up to 10% of the total program and capital (Category III & II) costs as negotiated in the attached budget.~~ If ~~allowed by~~included in the budget terms of this Agreement, the Department will reimburse administrative ~~expenditures as follows: administrative~~ costs (both direct and indirect) ~~cannot~~up to ~~exceed~~ 10% of the total budget amount. ~~GRANTEES with approved indirect cost rates must provide the DEPARTMENT with their approval letter from the federal cognizant agency.~~ GRANTEES ~~without a federally approved indirect cost rate~~ are limited to an indirect cost rate of 10% or their federally-approved indirect cost rate. If applicable, GRANTEES must provide the DEPARTMENT with a copy of the approval for their negotiated indirect cost rate.

29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by the DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the DEPARTMENT. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III

will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

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

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

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

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

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

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

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

    a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
    b. Allowable under applicable cost principles.
    c. Not paid by the Federal Government under another award except where authorized by Federal statute.
    d. In accordance with the appropriate Federal grant being matched.

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

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

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

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

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

33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.

34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the **GRANTEE'S** audit, and accounted for in the **GRANTEE'S** financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to the **DEPARTMENT** through the Cost Reimbursement form.

35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.

36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to the **DEPARTMENT** through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.

DWS-ESD/WDD 300
Rev 05/2011

Attachment H - Form 300
State of Utah
Department of Workforce Services

TANF NEEDY FAMILY ELIGIBILITY FORM

D05614000600104

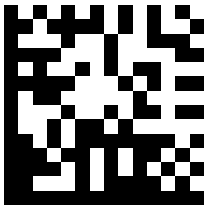
Case/PID # (if applicable) _____

Section 1: Household information. There must be a dependent child under age 18 living in the home. A Social Security number is a condition of eligibility for assistance required by section 1137 of the Social Security Act. Services will not be delayed or discontinued pending the issuance or verification of a Social Security number, if the applicant has documented application for one. Social Security numbers must be provided for all individuals included in the TANF Needy Family household size

PLEASE USE A BLACK BALL POINT PEN TO COMPLETE FORM

Parent or Relative Caretaker Name (First, M.I., Last) Address Date of Birth (DOB MM/DD/YYYY)	Social Security # Utah Resident? ☐ Yes ☐ No Gender: ☐ Female ☐ Male Alien Registration #: _____ Date of Entry: _____
Spouse or Relative Caretaker Name (First, M.I., Last) Date of Birth (DOB MM/DD/YYYY)	Social Security # Utah Resident? ☐ Yes ☐ No Gender: ☐ Female ☐ Male Alien Registration #: _____ Date of Entry: _____
Dependent Child Name (First, M.I., Last) DOB	Social Security # Alien Registration #: _____ Gender: ☐ Female ☐ Male
Dependent Child Name (First, M.I., Last) DOB	Social Security # Alien Registration #: _____ Gender: ☐ Female ☐ Male
Dependent Child Name (First, M.I., Last) DOB	Social Security # Alien Registration #: _____ Gender: ☐ Female ☐ Male
Dependent Child Name (First, M.I., Last) DOB	Social Security # Alien Registration #: _____ Gender: ☐ Female ☐ Male

Section 2: **Mark all services the customer is receiving. If any of these services are marked, the family may meet the income eligibility requirement. Documentation must be provided for all services marked. If no services are marked move to Section 3.**



D05614000600204

☐ CHIP (Children's Health Insurance Program) Plan A, B, or C ☐ Any of the following Family Medicaid Programs: NB (Newborn), FMO (Family Medicaid), FMOO (Family Medicaid 12 Month Income Disregard), FMTR (Family Medicaid 12 Month Transitional), FMF (Regular Family Medicaid), CM (Child Medicaid), PG (Pregnancy Medicaid), PN (Prenatal Medicaid) ☐ Food Stamps	☐ Refugee Cash Assistance ☐ Family Employment Program (FEP) ☐ Family Employment Program (FEP) Diversion ☐ TANF (Temporary Assistance for Needy Families) Non-FEP Training ☐ Women, Infant & Children (WIC) Food & Nutrition Service

Section 3: Income Guidelines. All parent or relative caretaker income is counted even if the parent or relative caretaker is not eligible to be included in the household size.

Does the family meet the income requirement of the contract or service being provided? ☐Yes ☐ No
(Refer to Policy, Charts and Tables, Table 13 – Income Guidelines:
http://jobs.utah.gov/infosource/EmploymentBusinessManual/DWS_Employment_and_Business_Services_Manual.htm)

Monthly Gross Income of Parent(s) or Relative Caretaker(s) $_____
(Refer to Policy at above web address, Section 720-5, Sources of Includable and Excludable Income)

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

I attest the information I have provided above is accurate.

_____ _____
Applicant Signature Date

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

_____ _____
Contractor Signature Date

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

If you do not agree with the decisions made regarding your case, you may request a Fair Hearing with an impartial Hearing Officer verbally or in writing, by contacting either your contract service provider, or contacting the Department of Workforce Services at 801-526-9300 or http://jobs.utah.gov/appeals/filingpublic.asp

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

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

Equal Opportunity Employer Program

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

D05614000600304

INSTRUCTIONS FOR FORM 300
TANF Needy Family Eligibility Form

PURPOSE: Form 300 is to be completed by all contractors who determine eligibility for services they provide to TANF Needy Families. Documentation substantiating eligibility must be present in the file for each family member included in the TANF Needy Family household. Attach an additional Form 300 if needed for more than 3 dependent children.

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

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

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

Only enter eligible family members' information on Form 300.

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

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

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

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

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

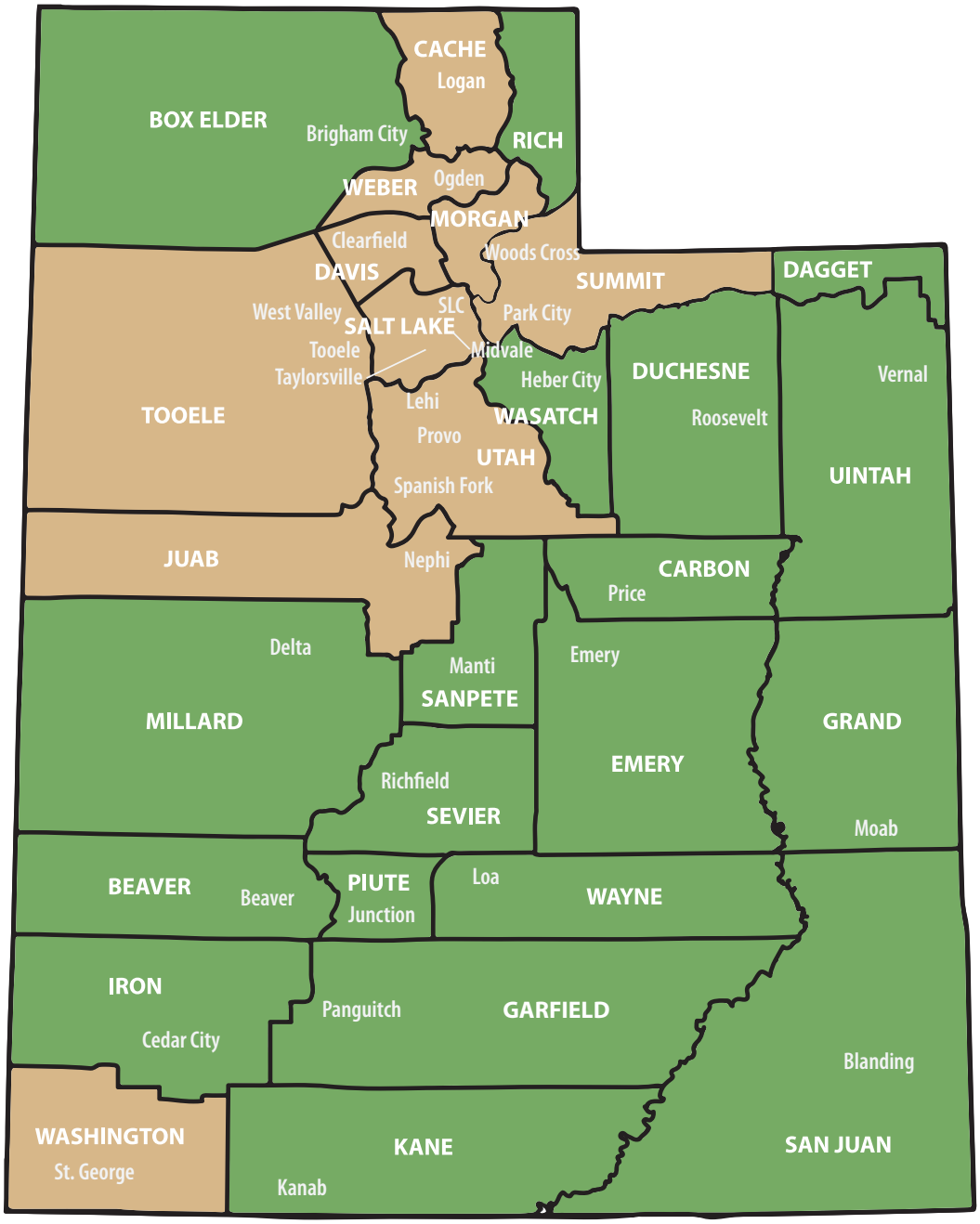
D05614000600404

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

Signatures:	The contractor who is determining eligibility must sign and date the form.
Applicant's Signature:	The customer must sign indicating the information given is correct.

DISTRIBUTION: Original filed in the case record
RETENTION: Three (3) years

Attachment I - 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 J

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer's personal information must sign this Personal Information Confidentiality Agreement. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by Department.

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

1. The information shall be used only to the extent necessary to assist in the purposes identified within this contract and shall not be re-disclosed for any purposes not specifically authorized in this contract.

2. The information shall be stored in a place physically secure from access by unauthorized persons.

3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.

4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.

5. The Contractor/Grantee shall instruct all authorized personnel regarding the private nature of the information and that they are subject to State and Federal law penalties for unauthorized disclosure of information.

6. The Contractor/Grantee shall permit the Utah Department of Workforce Services or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.

7. The Contractor agrees to hold the Department harmless for any damages arising out of the unauthorized disclosure of confidential or private information from Department records.

_____

Signature Date

_____

Print Name

ATTACHMENT K
CODE OF CONDUCT

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

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

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

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

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

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

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

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

Neglect may include but is not limited to:

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

Exploitation will include, but is not limited to:

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

Maltreatment will include, but is not limited to:

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

DWS Code of Conduct Rev 09/2010

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

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor shall prominently display a poster, provided by the Department, notifying contractor employees of their responsibilities to report violations and giving appropriate phone numbers.

_____ _____

Employee/Volunteer Signature Date

_____

Print Employee/Volunteer Name

[Rev.09/10]

ATTACHMENT L

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, 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 vulnerable adults.

- "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).

B. If the Contractor is currently required by law or by another governmental entity to obtain background checks on a schedule less frequent than annually, then DWS will not require the Contractor to obtain annual background checks. In such cases, the Contractor shall provide DWS with proof of compliance with such law(s) or regulations.

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

- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-108(1)(g) (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 procures to obtain their own Utah and national fingerprint-based national criminal history record checks.

D. 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.

E. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.

F. 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.

G. 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.

H. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check in their personnel file. Personnel files must be made available to DWS upon request.

I. 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 M
DWS INSURANCE REQUIREMENTS

A. **Required Insurance.** The CONTRACTOR shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DEPARTMENT 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, DEPARTMENT, and their officers and employees as additional insured's, and the policy shall provide the State of Utah, DEPARTMENT, 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 DEPARTMENT.

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 $500,000 for each occurrence with a $1,000,000 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 DEPARTMENT, 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 Department Approval Required: If the CONTRACTOR claims that it is self-insured, the CONTRACTOR shall provide DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT a written statement indicating that DEPARTMENT 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 DEPARTMENT as an insured party. If it sees fit, DEPARTMENT 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 DEPARTMENT to consent to any self-insurance arrangements, and DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT or its agents or employees is solely responsible for the claim in question, the CONTRACTOR shall have no obligation to indemnify DEPARTMENT, and DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT shall have the option to participate in the defense of any such suit in which DEPARTMENT perceives that its interests are not being protected by the CONTRACTOR. In such cases, the participation of DEPARTMENT does not relieve the CONTRACTOR of any obligation under this Contract. However, if DEPARTMENT elects to retain independent counsel, DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DEPARTMENT thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DEPARTMENT, a non-governmental CONTRACTOR or SubContractor shall provide DEPARTMENT 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.