

DWS Grant Orientation

Screen Sample

The screenshot shows a web session interface with a top toolbar containing icons for TALK, audio, video, and options, along with an Exit button. The main area displays connection status and a list of participants. A chat window is visible at the bottom left, and a control bar at the bottom right includes a check box, an X button, a hand icon, and an emoticon button. A callout box at the bottom center contains a welcome message.

Use the chat window to ask questions & communicate.

Click the check box for yes and X for no.

Click here to ask ?

Click here for emoticons.

Use Exit when event is over.

Welcome to our web session.
Please click the check box if you can hear okay.
Feel free to use the chat. We'll begin shortly.

Can you hear me?

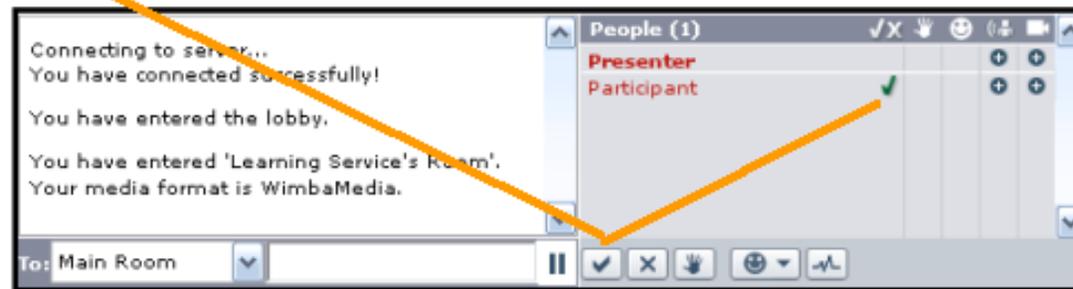
Can you hear the Presenter?

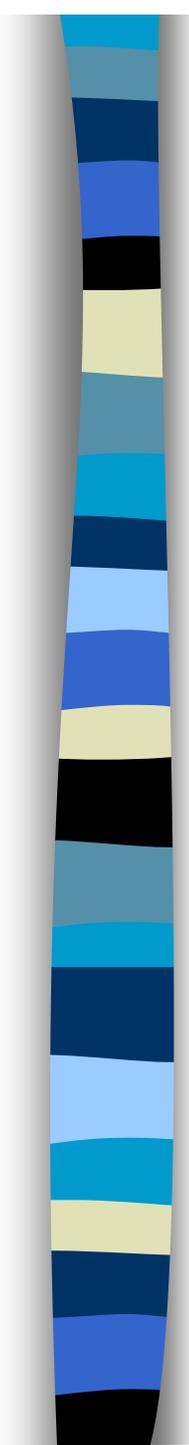


if you can hear presenter



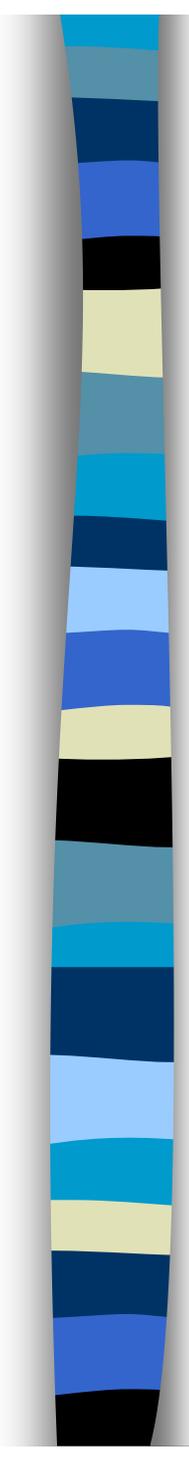
if you cannot hear the presenter





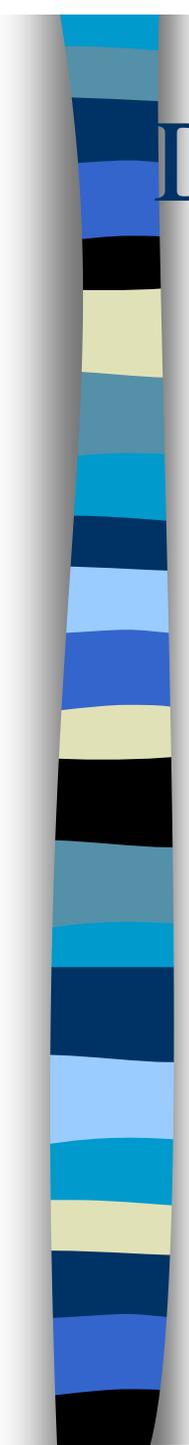
Agenda

- DWS Introduction
- CCDF
- TANF
- Performance Requirements
- Contract Monitoring process/expectations
- Budget & acceptable invoicing format
- Allowable Expenses
- State Terms and Conditions
- DWS Terms and Conditions
- Questions



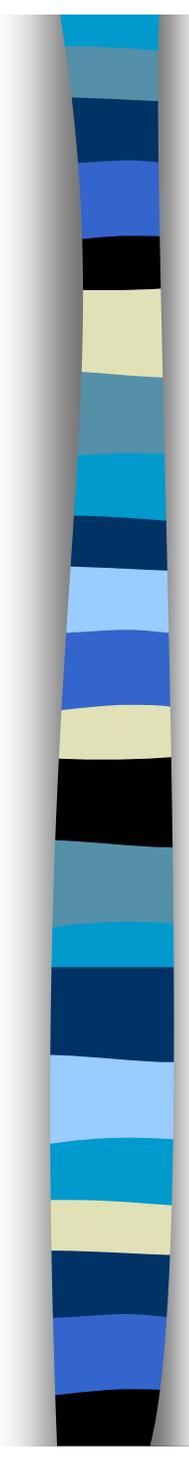
Who's Who?

- Safe Passages, Safe Passages II, Life Skills- Jolene Christian
- Youth Connections- Caroline Kueneman
- Contracts (SP, SPII, LS)- Elizabeth Bailey Durst
- Contracts (YC)- Sharrif Dajany
- Finance- Jeff Lesueur & Scott Anderson
- TANF- Helen Thatcher
- Office of Work and Family Life- Lynette Rasmussen



Department of Workforce Services

- DWS Mission Statement
 - We provide employment and support services for our customers to improve their economic opportunities.
- DWS Vision Statement
 - We are preparing our customers to prosper now and as the workforce of the future.
- Office of Work and Family Life
 - The Office of Child Care is dedicated to building a community-based system supporting quality out-of-school time programs for Utah children and teens through advocacy, professional development, and leadership
- Child Care Development Fund (CCDF)

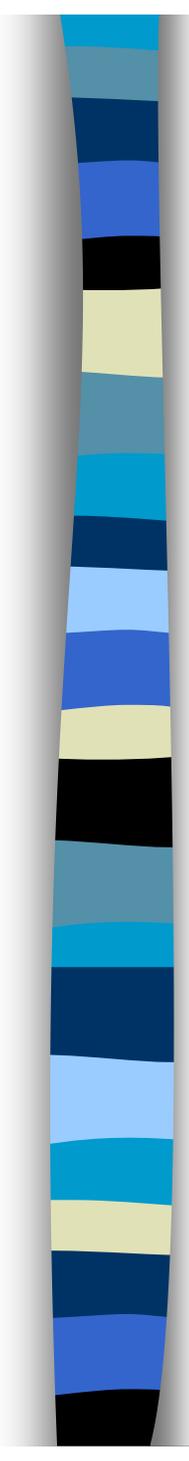


TANF

■ Temporary Assistance for Needy Families

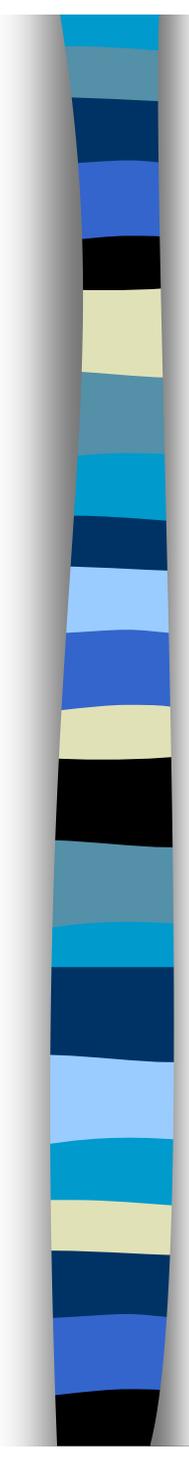
– Four Goals

- assisting needy families so that children can be cared for in their own homes
- reducing the dependency of needy parents by promoting job preparation, work and marriage
- **preventing out-of-wedlock pregnancies**
- encouraging the formation and maintenance of two-parent families.



Survey

- Have you had a grant through the Department of Workforce Services, Office of Work and Family Life or the Office of Child Care? *-Please click answer*

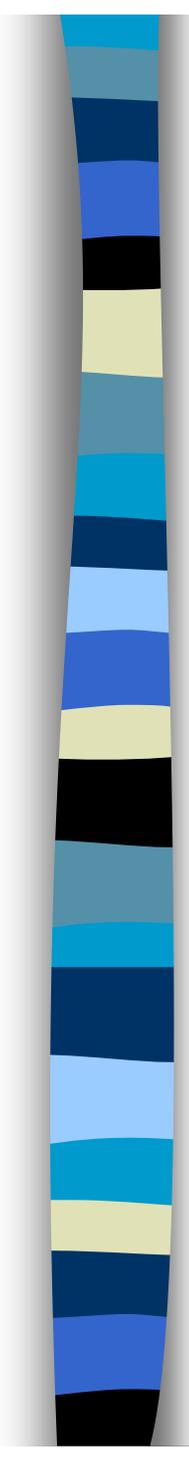


Performance Requirements

Attachment A: Performance Requirements / Scope of Work

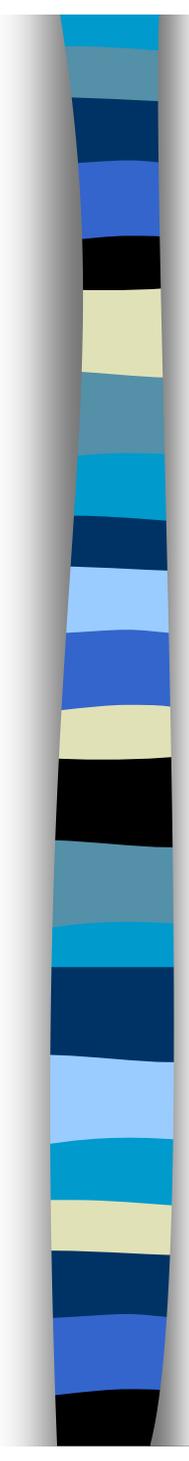
Grantee and funded program must comply with the following requirements. Failure to do so may result in immediate termination of grant:

1. **Start Date**
Funded program must start September 15, 2008.
2. **End Date**
August 31, 2009: Grant period ends. Funded programs must expend all grant dollars and submit all evaluation materials and paperwork. The grant may be renewed annually for up to two additional years if funding continues to be available and, and if the program has shown it meets the grant requirements.
3. **Service Population**
Program must be open to all youth in the grades 9, 10, 11, and 12 regardless of race, religion, gender, political ideology, or physical ability.
4. **Prevention Components**
The program must include at least two prevention components from the following list: career exploration, healthy body/lifestyles, financial literacy, healthy interpersonal relationships, tobacco/drug/alcohol abuse prevention, prevention of violence/gang affiliation, and pregnancy/STI prevention. The program design must also include some parent involvement components. The pregnancy/STI prevention component must be curriculum based; the curriculum must be from the W&FL approved list.
5. **Background Checks**
Grantee must complete a Bureau of Criminal Investigation background check on all program volunteers and employees.
6. **Parental Permission**
Grantee must obtain written parental registration for the program and written permission for each student before teaching pregnancy and STI prevention.
7. **Grant Orientation Meeting**
Funded school-age program coordinator and fiscal management staff must attend a one-day grant orientation meeting (date to be announced after awards are made).
8. **Training**
 - a. Program staff should receive on-going professional development and support.
 - b. Organization must send at least one program staff member to a minimum of 20 hours of program-related training. Out-of-state travel must be pre-approved by W&FL. W&FL reserves the right to deny authorization for such travel.
9. **Consultation and Technical Assistance**
Funded organizations must participate in direct consultation and technical assistance provided by staff or designee of W&FL.
10. **Utah Afterschool Program Quality Assessment and Improvement Tool**



Contract Monitoring process/expectations

- Site Visit
- Bi-Annual/Annual Reports
- Training
- Monitoring Checklist
- Quality Assessment



Site Visit

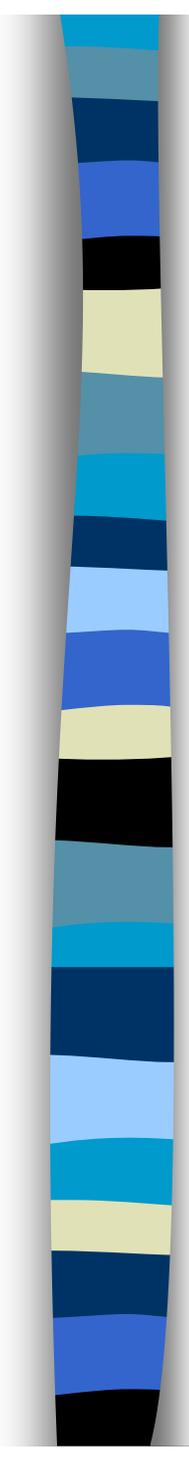
- Parent Handbook
- Staff Handbook
 - Provider Code of Conduct
- Registration Form
- Calendar
- Quality Assessment Tool
 - Be Safe, all at a level 3
 - *Administration, at a level 3

Monitoring Checklist

DWS-W&FL Post Grant Award Checklist & Monitoring Report

- Grantee Name:
- Grant Number:

General Grant Requirements	Yes	NO	NA	Comments
Grantee Orientation Meeting				
Return Site Visit Form				
Fiscal Requirements	Yes	No	NA	Comments
Follow FY09 grant budget.				
Negotiate any budget changes with W & FL.				
Maintain receipts on site for review or turned in copies of receipts.				
Staffing Requirements	Yes	No	NA	Comments
One staff, 20 hours of training.				
Tracking and Reporting	Yes	NO	NA	Comments
Provide care middle and Jr. High/High School age				
Bi-Annual Report statistics.				
Annual Report statistics and program evaluations.				
Program Evaluation	Yes	No	NA	Comments
Site visit completed.				Date:
Site visit written report.				Date:
Meets Health and Safety Quality Standards for Afterschool Programs				Date:
Meets * indicators on Administrative section of the Quality Tool				
Completes Quality Tool Self Assessment				



Bi-Annual & Annual Reports

	Mid-Year Report	Annual Report
Youth Connections	Nov. 16, 2009	May 17, 2010
Safe Passages	October 15, 2009	May 13, 2010
Safe Passages II	October 15, 2009	May 13, 2010
Life Skills	March 15, 2009	August 16, 2010

Bi-Annual & Annual Reports

- Youth Connections (Caroline)
 - Submit by mail to:
 - Caroline Kueneman
 - DWS WFL
 - 1385 South State St
 - Salt Lake City, UT 84115
- Life Skills, All Safe Passages (Jolene)
 - Submit electronically:
 - Jochristian@utah.gov
- Make sure to note when numbers vs percentages are required.

UTAH OFFICE OF CHILD CARE
ANNUAL PROGRAM REPORT & MONITORING
Safe Passages II

The Office of Work & Family Life has developed guidelines for teen program monitoring, reporting and data collection. This specific format has been developed to help the process. Please call Jolene Christian at 801-526-4468 or email jochristian@utah.gov with questions regarding how to provide data or answer any of the report questions.

WRITTEN REPORT
All grantees must submit this report. Please **submit report electronically to jochristian@utah.gov or fax to 801-526-4349.**

DUE:
Annual **May 13, 2010** **Reporting period: June 2009 – May 2010**

WRITTEN REPORT: SECTION I
COVER PAGE

Complete ONE Form Per GRANT

Date Submitted: _____

Contractor: _____
(Agency, Individual Business, Organization, School District, etc.)

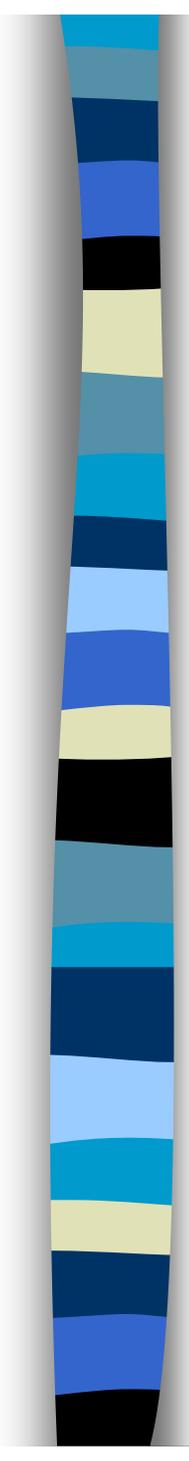
Program Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

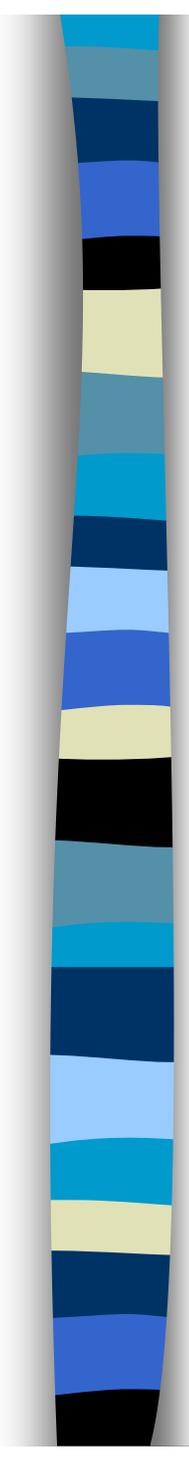
E-Mail Address: _____



Reports Continued...

Bi-Annual

- Briefly describe your program's Lights On! Activities.
 - A couple of paragraphs.
- How are the prevention components being implemented into the program?
 - 1-2 paragraphs for each prevention component.
- *Youth Connections, document completion of Quality Self Assessment
- **All other grants required Self Assessment documentation for Annual Report



Reports Continued....

Annual

WRITTEN REPORT NARRATIVE: SECTION III

(Annual Report Only)
DUE May 15, 2010

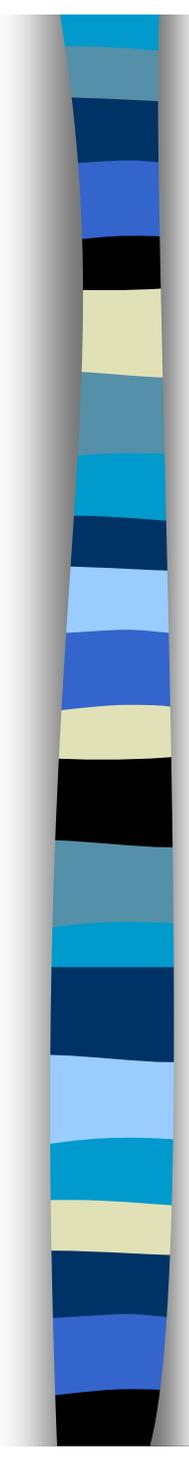
- I. Program survey evaluations**
 - A. Required Survey Questions, report accordingly. (attached)

- II. Attachments**
 - A. Copies of monthly activity calendars. One copy of TWO different months.
 - B. Copies of your parent newsletter(s) or parent information sheets(s). Three samples.

- III. Documentation of required training, twenty hours for one program staff.**

Attached Training Documentation Forms.

- IV. Describe the prevention program goals and accomplishments:** (limit of 1 page per component)



Survey Questions

- Each grant has required parent and youth survey questions
- Add to your own program surveys

Survey Questions for Safe Passages II FY 10

The following Parent and Youth Survey questions are required for your Annual Report. DWS recommends you add these questions to your own survey, gathering input for your program from youth and parents.

Parent Questions:

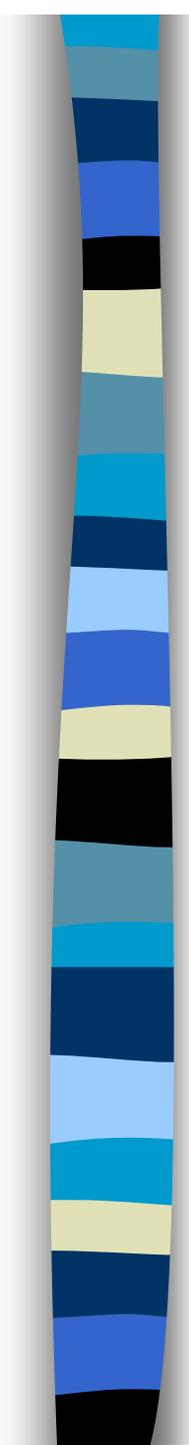
1. What do you feel is the most important purpose of this program (please rank in order of important, 1-most important to 5-least important)?
 - a. The program is a safe place for my teen while I work.
 - b. The program is a fun, safe place where my teen can spend time with friends.
 - c. The program is a place where my teen learns new skills and interests.
 - d. The program is a place where people care about my teen and share ideas with my family about my teen's well-being.
 - e. Other (please describe) _____

2. Why do you feel your teen attends this program. Check all that apply.
 - a. My teen doesn't like to be at home alone.
 - b. I don't like my teen to be home alone.
 - c. My teen has fun here.
 - d. My teen's friends come here.
 - e. My teen learns new things here.

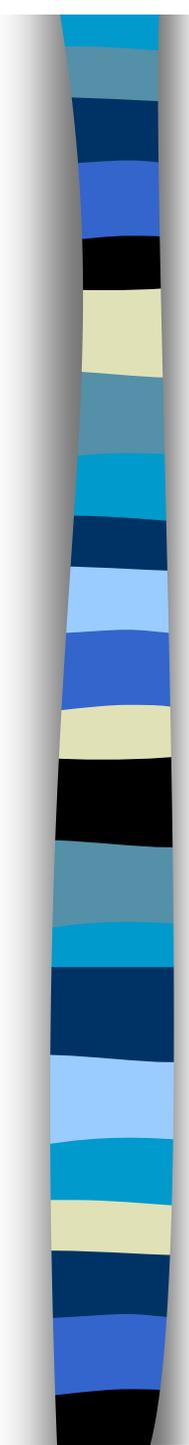
Youth Questions:

1. Choose the reasons you come here. Check all that apply.
 - a. Friends are here
 - b. Like the staff
 - c. Parent make me
 - d. Homework help
 - e. Fun activities
 - f. Learn new skills & hobbies
 - g. Other (please describe) _____

3. Does the program get youth input when planning programs?
 - a. Yes, for all activities
 - b. We have meetings to plan some activities
 - c. Staff ask for input but don't seem to pay attention to what we want.
 - d. The program doesn't ask and don't care what we want.
 - e. Other (please describe) _____
4. How often do you usually attend the program?
 - a. Every now and then (less than once a week)
 - b. 1 day a week
 - c. 2 days a week
 - d. 3 days a week
 - e. 4 days a week
 - f. 5 days a week



Questions



Lights On!

- October 22, 2009
- Register your program event with the national afterschool alliance
- <http://www.afterschoolalliance.org/loa.cfm>

Quality Assessment Tool

■ UAN Website:

<http://www.utahafterschool.org/index.php>

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AREA I

BE SAFE

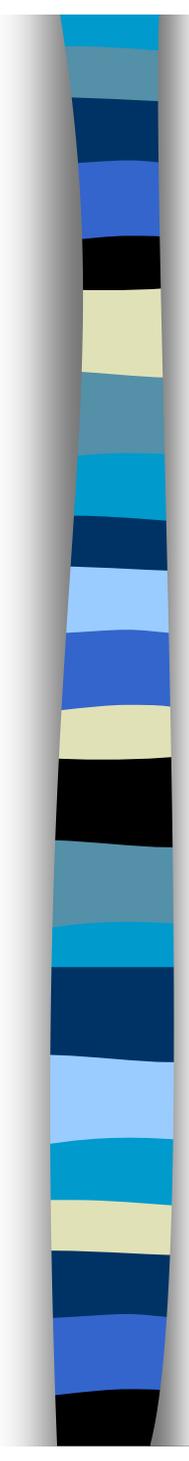
Utah Afterschool Program Quality Assessment and Improvement Tool

A. STAFF HEALTH AND SAFETY (DOMAIN)

A-1 <i>All staff are professionally qualified to work with youth.</i> (MAJOR STANDARD)	Observations / Rationale	Performance Level			
		1	2	3	4
INDICATORS					
1) All staff meet minimum age requirements and position qualifications.					
2) Criminal background checks are conducted on all staff and volunteers who work alone with children					
3) All staff are required to read and sign "Code of Conduct" and adhere to confidentiality requirements (Department of Human Services "Provider Code of Conduct").					
4) All staff will read and document their understanding of program policies and procedures.					
5) Program implements a regular schedule that is communicated to all staff, parents and participants.					
6) Staff participate in a minimum of 20 hours of in-service training annually.					
7) First Aid and CPR training and certification are required for at least one staff member at each site at all times.					
8) Staff have knowledge of child abuse and neglect reporting requirements and procedures.					
9) Food handler training and permits are required as appropriate in accordance with child nutrition guidelines.					

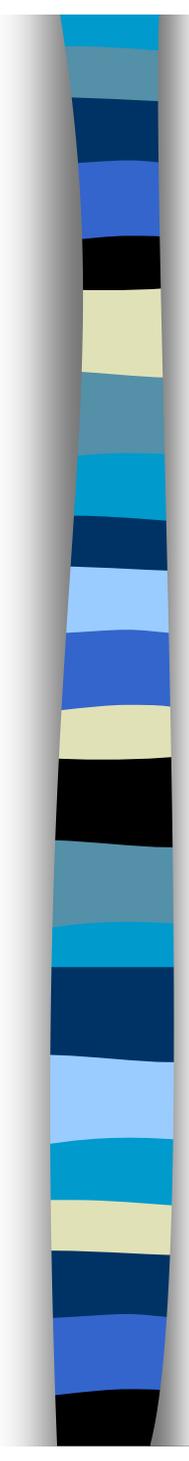
Performance Level

1 = Must address and Improve/Standards Not Met 2 = Some Progress Made 3 = Meets Standards 4 = Exceeds Standards



UAN Website

■ www.utahafterschool.com



Budget/Finance

- Maintain all related receipts & records for on-site audit or desk audit
- Documentation must be maintained for 3 years for DWS grants
- Include summary of personnel costs, i.e. name, hours, hourly rate (see example)
- Final invoice is due within 15 days of close of grant

Budget and Invoice format

INVOICE Safe Passages II FY10

Vendor Number: _____ Contract Number: _____ Invoice Number: _____

Name of Program _____ Phone number: _____

Program Physical Address _____

Remit payment to: _____

	Budget	Current Period Expenditures	Year to Date Accumulated Expenditures	Percentage of Budget Remaining
Category I Administrative Expenses				
Total Category I Admin Expenses	_____	_____	_____	_____
Category II Capital Expenditures	Not Allowed			
Category III Program Expenses				
1. Salaries	_____	_____	_____	_____
2. Fringe Benefits	_____	_____	_____	_____
3. Travel/Transportation	_____	_____	_____	_____
4. Space Costs	_____	_____	_____	_____
5. Utilities	_____	_____	_____	_____
6. Communications	_____	_____	_____	_____
7. Equipment/Furniture	_____	_____	_____	_____
8. Supplies/Maintenance	_____	_____	_____	_____
9. Miscellaneous	_____	_____	_____	_____
10. Conferences/Workshops	_____	_____	_____	_____
11. Insurance	_____	_____	_____	_____
12. Professional Fees/Contract Services	_____	_____	_____	_____
13. Client Costs	_____	_____	_____	_____
Total Category III Program Expenses	\$ -	\$ -	\$ -	_____
Total Expenses Category I, II and III	\$ -	\$ -	\$ -	_____
Billing Amount				

Program Approval _____ Date: _____

Approval To Pay: _____ Date: _____
DWS Review/Approval

Accounts Payable Coding				
Unit	Appr. Unit	Activity	Objct	Program

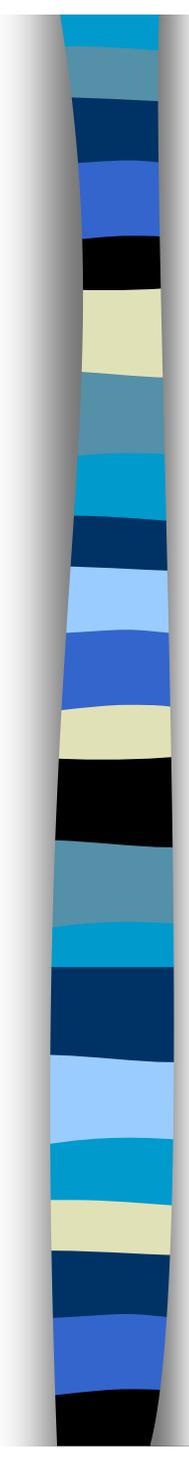
Salary/Personnel Costs

Department of Workforce Services
Office of Work and Family Life
FY 09 Life Skills

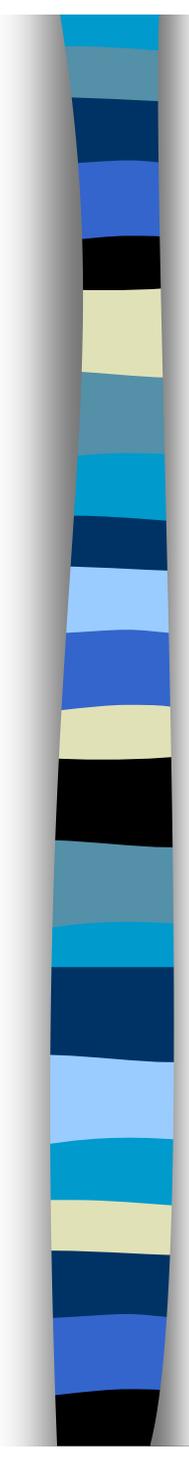
Organization: _____
Site: _____
Date/Time Period: _____
% Fringe Benefits: (i.e. 8%) _____

Name of Staff	Hourly Rate	Hours	Salaries	Fringe Benefits
<i>Example: Jolene Christian</i>	<i>\$10/hr</i>	<i>25</i>	<i>\$250.00</i>	<i>\$20.00</i>
Total:		0	\$0.00	\$0.00

Questions? Contact:
Jolene Christian
Email: jochristian@utah.gov



Questions



Allowable Expenses

Attachment F: Allowable Costs

Determinations of cost allowability are based on 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 policies and procedures such as agency procurement policies. Grantees are required to determine 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; as the result of an audit finding or questioned cost, the grantee may have to repay the funds or incur a financial penalty.

Total project budget should include all the funds to be utilized for the project.

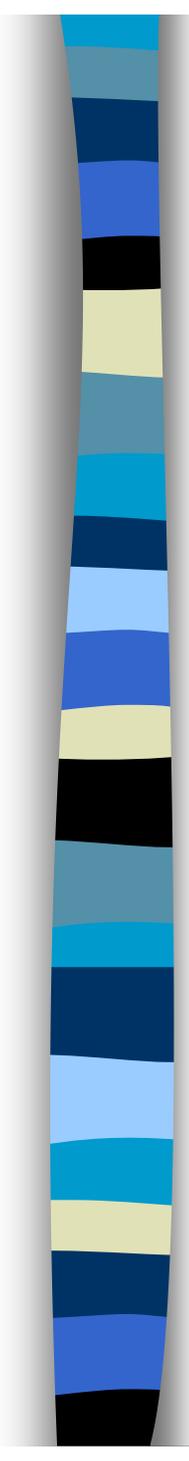
Administrative Costs are NOT allowed under this grant. Administrative Costs may be used as match only.

Space costs are NOT allowed under this grant.

No Supplanting: Funds must be used as an addition to existing funds for the program and not replace funds which have been appropriated, designated or come from parent fees for current program operation.

Grantee may use funds for the following:

1. **Equipment and supplies:** All equipment purchases over \$5,000 are considered capital expenses, which are not allowed under this Grant.
2. **Materials:** Materials and supplies used to conduct the program are allowable. Purchase of televisions, VCRs, DVD players, computers, or motor vehicles are not allowed. Grant funds may not be used to purchase used equipment from any source.
3. **Training:** Registration fees for approved (by W&FL) training for direct-labor employees offered through the statewide Utah Higher Education Institutions and professional association conferences are allowable.
4. **Travel:** Travel shall be reimbursed according to the then current State per diem policy. Out-of-State travel must be pre-approved by the Department prior to Grant award.
5. **Personnel:** Full 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.
6. **Consultant fees** for services contracted to accomplish specific grant/contract objectives.



Suspension Policy

Department of Workforce Services/Office of Work & Family Life
Policy for Provider Suspension for
Failure to Fulfill Grant Requirements
Updated: 31 Aug 2009

Suspension Process

Decisions to begin the suspension process will be made by a team in the Office of Work & Family Life (W&FL). If the decision is made to begin the suspension process, the Department will send a first notice of its intent to suspend the current contract.

The first notice will allow the contractor 30 days to comply with the contract terms and conditions, fulfill the grant requirements, and/or provide the requested information as outlined in the notice. A longer period of time may be allowed, at the discretion of the Department, if completion within 30 days is not possible due to unusual or extraordinary circumstances.

If the contractor fails to comply with the terms and suspension conditions, fulfill the grant requirements, and/or provide the requested information as outlined in the first notice within 30 days, the Department will send a second and final letter to suspend the contract.

A suspended contractor is not eligible to apply for or receive any grants from the W&FL.

Length of Suspension

If the suspension is the contractor's first suspension, the suspension period will be for the remainder of the current contract/grant period plus one year.

If the suspension is the contractor's second suspension, the suspension period will be for the remainder of the current contract/grant period plus two years.

If the suspension is the contractor's third suspension, the suspension period will be for life.

If the contractor is suspended for knowingly and willfully misusing grant funds, the contractor will be suspended for life regardless of previous suspension history. In cases such as this, an attorney will be consulted.

Grant Closure (same as suspension)

Failure to comply with the terms and conditions of a grant, fulfill a grant requirement or provide requested information might also result in the termination of the contract before the grant period has ended. In this case, Department will keep any unexpended funds or request that any unexpended funds be returned to the Office. Length of suspension rules apply.

If the contractor owns/operates multiple programs/sites, a team within the Office of Work & Family Life will examine contract monitoring records for all grants/contracts operated under the same ownership and make a determination if the suspension will effect other programs operated under the same ownership.

The suspension periods may be transferred to a new owner.

A contractor may appeal a suspension within 15 days of the date on the written letter of suspension. The procedure for appeal is found in Department rule R996-100-123 through R996-100-134. The time limit for filing an appeal is 15 days. Oral appeals are not allowed. Written appeals are sent to:

Department of Workforce Services
Office of Work & Family Life
1385 S State
Salt Lake City, UT 84115

The suspension period will not be stayed during the appeal and the Department will not release unexpended grant money pending appeal.

State Terms and Conditions

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

- AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section 833), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
- CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply with all applicable Federal and State laws and regulations.
- RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- INDEMNITY CLAUSE:** The Contractor agrees to indemnify, cure 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 contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1995, which prohibits sexual harassment in the work place.
- SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
- DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract 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 violation, after which the contract may be terminated for cause. This contract 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. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding by the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11726839-010-57C. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the

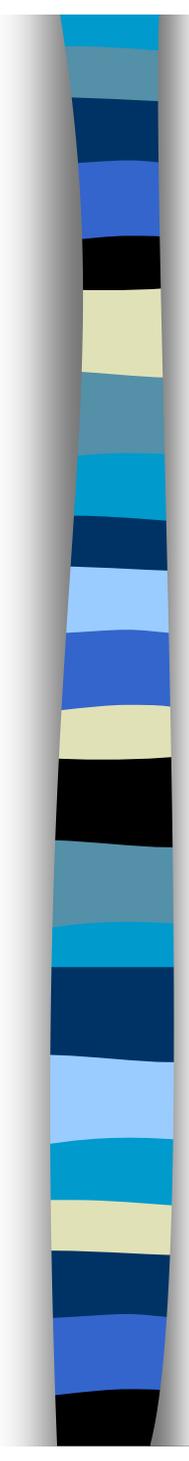
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seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

- PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- ASSIGNMENTS/UB CONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublicense rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual commitments, 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
- CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. 4th, A. State of Utah Standard Terms and Conditions, 2. State of Utah Contract Signature Page(s), 3. State Additional Terms and Conditions, 4. Contractor Terms and Conditions.
- ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitute the entire agreement between the parties with respect to the subject matter, and supersede any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Sept 2008)

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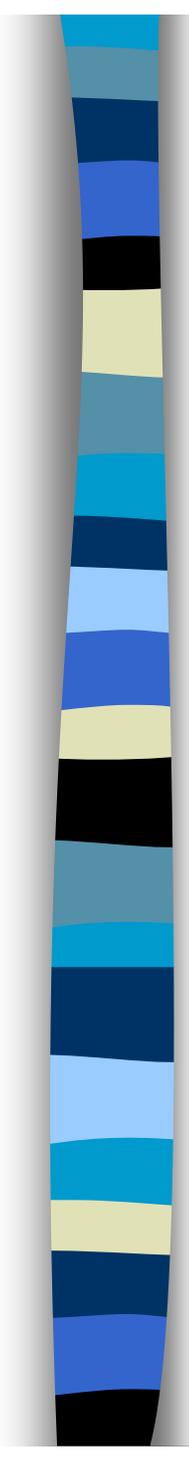


DWS Terms and Conditions

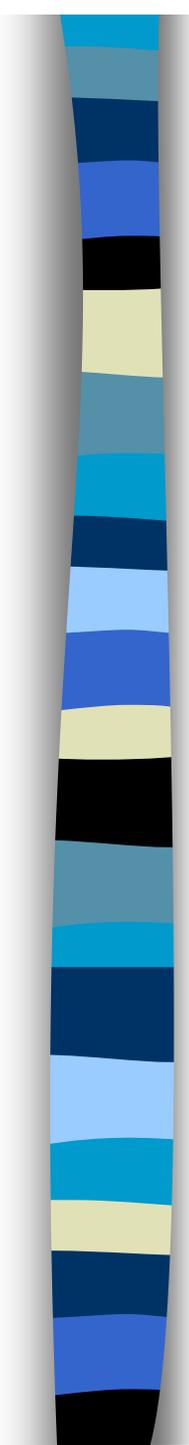
ATTACHMENT B

Grant Standard Special 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:
 - (1) **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.
 - (2) **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

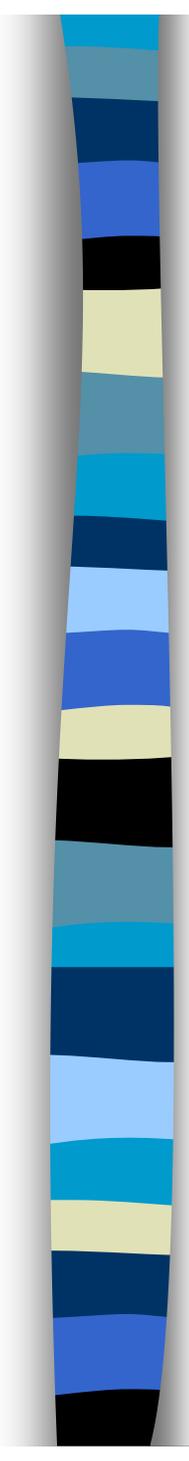


Questions



Jump Start

- September 17-18
- UVU
- <http://utahafterschool.org/uploads/AUA%20Jumpstart%202009%20Registration.pdf>



Questions?