

Department of Workforce Services- Office of Child Care

Request for Grant Applications (RFGA)

Afterschool Match Partnership (AMP) 2020 Grant

Updated 04/23/2019

LETTER OF INTENT DUE: April 29, 2019

APPLICATION DUE: May 8, 2019



Afterschool Match Partnership (AMP) Grant

Department of Workforce Services - Office of Child Care

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Afterschool Match Partnership (AMP) 2020 Grant

BACKGROUND AND PURPOSE

Organizations serving youth are able to identify non-federal qualified expenditures which can be used for match funding. The expenditures must be used on activities that are allowable through the federal Child Care and Development Fund (CCDF). Department of Workforce Services (DWS), Office of Child Care (OCC) is able to use these identified expenditures to draw down the maximum state-allocated additional CCDF matching funds. A portion of these CCDF drawn-down dollars will be granted to organizations for afterschool programming targeted to school districts or non-profit entities serving a high percentage of children qualifying for free or reduced lunch.

CURRENT GRANT OPPORTUNITY

This competitive grant opportunity is open to organizations serving youth ages 5-12 with at least 40 percent of enrolled youth qualifying for free or reduced lunch who are able to identify non-federal qualified expenditures to be used for match funding.

GRANT PERIOD OF PERFORMANCE

Grant period will be July 1, 2019 to June 30, 2022.

EXPECTED OUTCOME

The expected outcome for the grant:

1. Maintain or improve program quality as measured by the SAPQA as listed in Attachment B- Performance Requirements, Number 5, Sections F and G.

OVERVIEW

APPLICANT REQUIREMENTS

1. Organization must already be in operation, located in the state of Utah and be either:
 - a. a public or private not-for-profit organization;
 - b. a faith-based organization;
 - c. a state department or agency;
 - d. a unit of local government; or
 - e. an Indian tribal government.
2. Program sites must have at least 40 percent of youth enrolled in each program eligible for free or reduced price lunch.
3. Program sites must provide regular, formally supervised afterschool/out-of-school time programs for youth, ages 5-12:
 - a. program sites must operate a minimum of 32 weeks during the school year, 12 hours per week, with active programming until at least 5:30 pm. For purposes of this grant, a week is defined as a minimum of four days, Monday through Friday, during a calendar week. Funding is not available for one-time, sporadic club activities. Allow all youth to attend all hours of programming each week; and
 - b. At least 50 percent of enrolled youth in each program attend 30 days or more.
4. Program sites shall have a minimum Average Daily Attendance (ADA) of 15;
5. Program sites must comply with the following:
 - a. provide programming with a balance of academic and enrichment activities;
 - b. provide two prevention and education components as listed in the *Attachment B- Performance Requirements*.
6. Applicants awarded grants shall be monitored based on the following, but not limited to: Scope of Work, Program Information Sheet, and Prevention Education Components as provided in their RFGA.

OTHER CONSIDERATIONS

1. Program sites may opt to operate summer programming only;
 - a. A minimum of eight weeks, six hours per day is required if operating in summer only. For this grant, a summer week is defined as a minimum of four days, Monday through Friday, during the summer when school is not regularly in session.
2. Organizations with a religious affiliation are required to provide written assurances that grant funds will not be used for religious instruction.
3. If the program site charges fees, youth who qualify for free lunch must have all fees related to programming waived. Program sites must offer a sliding fee scale for youth who qualify for reduced lunch. The fee waiver and sliding fee scale shall include

participation fees, partnering club fees, and any other fees related to full and equal access to all program related offerings.

4. New or existing programs and sites who are under contract for CCDF out-of-school time funding for FY20 (Afterschool Quality Improvement Grant, Intergenerational Poverty Supplemental Grant or Intergenerational Poverty Afterschool Grant) are not eligible to apply. If a program or site has applied for both the Rural and High Needs Quality Initiative and the Afterschool Match Partnership 2020 and is eligible for both, the program or site will be required to choose to be funded from either the Rural and High Needs Quality Initiative or the Afterschool Match Partnership 2020. A program or site cannot be funded by both.

FUNDING DETAILS

1. The contract is funded from CCDF.
2. Based on the expenditures identified, the applicant may be awarded up to three-hundred thousand dollars (\$300,000) per organization per year for a total of nine-hundred thousand dollars (\$900,000).
3. Applicant must be able to identify at a minimum: one million dollars (\$1,000,000) of kindergarten expenditures or one-hundred thousand dollars (\$100,000) of public/private expenditures per year.
 - a. Match will be reported annually at a minimum or as requested by DWS, OCC.

Potential Award Amount	Type of Expenditure			
	Private/Public		Kindergarten	
	# of Program Sites	Minimum to Identify	# of Program Sites	Minimum to Identify
\$50,000	1	\$100,000	1	\$1,000,000
\$100,000	2	\$200,000	2	\$1,000,000
\$150,000	3	\$300,000	3	\$1,000,000
\$200,000	4	\$400,000	4	\$1,000,000
\$250,000	5	\$500,000	5	\$1,000,000
\$300,000	6 to 8	\$600,000	6 to 8	\$1,000,000

4. A one-year budget will be submitted with grant application. A new budget will be submitted annually thereafter for approval by DWS.
5. Total indirect expenses and direct administrative expenses must not exceed 10% of the direct program total. See *Attachment J* for instructions in completing the Budget Narrative.
6. Grant funding is on a reimbursement basis. Invoices for reimbursement must be submitted to DWS, OCC at a minimum of quarterly during the fiscal year.
7. Applicants are limited to eight program sites.
8. DWS reserves the right to award partial grants.
9. The grant shall not be used to supplant existing afterschool funds (see *Attachment D*).

EVALUATION AND AWARD

1. Grant proposals are evaluated and scored on a competitive basis using the criteria and measurements listed in *Attachment F- RFGA Scoresheet*.
2. Applications scoring less than 60% of the total points possible may not be considered.
3. Awards are made to the successful applicant(s) with proposals determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA. DWS reserves the right to reject any proposals or withdraw an offer at any time.
4. At the discretion of DWS, applicants may be requested to provide additional information or clarification. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided by DWS.
5. Successful grant proposals shall be available for public inspection after grants are awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application shall be open, unless applicant requests in writing that trade secrets or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the grant application. This form can be found at <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

POST AWARD DOCUMENT REQUIREMENTS

1. The following documents are required after notification of the intent to award is received and prior to the execution of the agreement.
 - a. Federal Funding Accountability and Transparency Act (FFATA) form
 - b. Proof of Insurance
 - c. DWS Subrecipient Pre-Award Risk Assessment

QUESTIONS

IF YOU HAVE QUESTIONS

Questions requesting clarification or interpretation of any section of this RFGA must be submitted in writing on or before April 30, 2019, 5:00 pm. All questions and responses are made public. All questions and written responses will be posted by May 1, 2019, 5:00 pm, on the [DWS website](#) for all prospective applicants to view. Direct questions to the following:

Contract Owner: Rebecca Turville, rrturville@utah.gov, (801) 526-9214
Contract Analyst: Taylee Foulger, tfoulger@utah.gov, (385) 228-7821

ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, a written addendum to the original RFGA will be posted on the [DWS website](#). All addenda will be posted by 5:00 p.m. on May 1, 2019.

PROPOSAL TIMELINE

<i>Item</i>	<i>Due Date</i>
Pre-Proposal Meeting (optional)	April 15, 2019 from 10:00 a.m. to 12:00 p.m.
Letter of Intent	No later than 5:00 p.m. (MT) on April 29, 2019.
Electronic Application Submission	No later than 5:00 p.m. (MT) on May 8, 2019. **No paper copies will be accepted.
Anticipated Grant Award Date	June 2019
Award Effective Date	July 1, 2019

SUBMISSION INSTRUCTIONS & CHECKLISTS

SUBMISSION INSTRUCTIONS: Submit the following proposal by Wednesday, May 8, 2019 by 5:00 p.m. (MT). Emailed a copy to: dws-occ afterschoolgrants@utah.gov

- a. In the subject line of the email, include organization in the following format:
 - XYZOrganization
- b. All grant proposal documents need to be labeled with Organization_DocumentTitle in the following format:
 - XYZOrganization_CoverSheet

1. By submitting an application to this RFGA, the applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed within the Q&A period. The applicant further acknowledges that it has read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.
2. Applicant must submit one application per organization.

3. Applicant must bear the cost of preparing and submitting proposal.
4. Application forms must be typed in the fillable PDF forms and Excel documents provided.
 - a. Forms can be found at <https://jobs.utah.gov/department/rfg/index.html>
 - b. Provided forms are created as savable documents.
 - c. The *Grant Application Cover Sheet* must be the first page of the proposal.
 - d. The *Budget Form* must be completed in Excel.
 - e. In order for the grant evaluation committee to rate the proposal for completeness and responsiveness, it must be formatted as outlined.
5. The PDF forms need to be submitted by email in the original format. Faxed or scanned proposals will not be accepted.
6. Do not include additional information not specified in the RFGA such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring.
7. Late proposals will not be accepted.
8. Failure to comply with any part of the RFGA will result in disqualification of the application.

Pre-Application Checklist	
<input type="checkbox"/>	Pre-proposal Bidders Meeting: April 15, 2019, 10:00 am-12:00 pm (MT)
<input type="checkbox"/>	Letter of Intent: Due April 29, 2019, 5:00 pm (MT) Electronic submission using the following Google Form link: Letter of Intent
Application Checklist, Due: Wednesday, May 8, 2019, 5:00 pm MT	
<input type="checkbox"/>	Grant Application Cover Sheet
<input type="checkbox"/>	Program and Site Information Sheet
<input type="checkbox"/>	Proposal Narrative
<input type="checkbox"/>	Business License or Articles of Incorporation – if applicable
<input type="checkbox"/>	Federally Approved Indirect Cost Rate verification- if applicable
<input type="checkbox"/>	501(c)(3) Letter – if applicable
<input type="checkbox"/>	Budget Narrative and Itemization Form
<input type="checkbox"/>	Cash Match Certification Form

PRE-PROPOSAL MEETING

Afterschool Match Partnership (AMP) Grant

Pre-Proposal Meeting: Monday, April 15th, 2019

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

IN PERSON

10:00 a.m. – 12:00 p.m. (MT)

*Please have a copy of the RFGA to reference

Department of Workforce Services

Admin North
140 E. Broadway
Salt Lake City, Utah 84111
Room 101 North

ONLINE

10:00 a.m. – 12:00 p.m. (MT)

*Please have a copy of the RFGA to reference

Click [here](#) to attend to attend the webinar.

Note: Participants will want to log in early and run the startup in order to ensure their computer has the current software requirement to run the webinar.

Questions should be directed to
rrturville@utah.gov

ATTACHMENT A
Department of Workforce Services (DWS)
Grant Terms and Conditions

1. DEFINITIONS:

- a. **"GRANTEE"** means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners.
- b. **"Subcontractor/Subgrantee"** 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 Agreement. 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 Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- c. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.
- d. **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. DWS reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- e. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

2. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. CONFLICT OF INTEREST:

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

4. RELATED PARTIES:

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
 - i. A person who is 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, grandfather, grandmother, grandson, granddaughter, 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.

- ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
 - i. Require GRANTEE to undertake competitive bidding for the goods or services,
 - ii. Require satisfactory cost justification prior to payment, or
 - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
 - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
 - ii. the name of the other related party;
 - iii. the relationship between the individuals identified in "i" and "ii" above;
 - iv. a description of the transaction in question and the dollar amount involved;
 - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
 - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
 - vii. the potential effect on this Agreement if the payment to the related party is made; and
 - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

5. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE's performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE's liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.

6. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE's liability, such limitations of liability will not apply to this section.

7. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.

8. **AMENDMENTS:** This Agreement, including the Scope of Work may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.

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

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

11. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement.

GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

12. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:

- a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
- b. If GRANTEE enters into subcontracts the following provisions apply:
 - i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement 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 Agreement, 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).

13. INDEPENDENT GRANTEE: GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah.

14. MONITORING:

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review and/or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), GRANTEE may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between GRANTEE and DWS.
- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.

15. DEFAULT: Any of the following events will constitute cause for DWS to declare GRANTEE in default of this Agreement (i) GRANTEE's non-performance of its contractual requirements and obligations under this Agreement; or (ii) GRANTEE's material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition DWS will give GRANTEE only one opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend GRANTEE from receiving future grants or contracts from DWS or the State of Utah; or (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.

16. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying

GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.

- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- e. **Accounts and Payments at Termination:** 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. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
- f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.

17. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.

18. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

19. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

20. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.

21. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including brochures, flyers, informational materials, paid advertisements, social media, etc. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.

22. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, 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 Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

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

24. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. 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 Agreement 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 Agreement.
- c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

25. WORK ON STATE OF UTAH PREMISES: GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.

26. WORKFORCE SERVICES JOB LISTING: GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

27. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
28. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. 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 grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS contract owner of the grievance and its disposition of the matter.
29. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
30. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant.
31. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.
32. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
 - a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
 - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation

services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.

c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.

d. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.

33. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov/local-government-2/reporting-requirements/ AND auditor.utah.gov/local-government-2/publications/state-compliance-guide/.

34. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims 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 payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

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

36. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.

37. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement 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 Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.

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

39. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions

and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

40. DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:

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

Table 1: Cost Principles

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

c. Compensation for Personal Services - Additional Cost Principles:

In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
- ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
- iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1)a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
- iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

41. ADMINISTRATIVE EXPENDITURES: DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

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

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

44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

45. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.

46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

47. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Indemnification Relating to Intellectual Property, Insurance.

48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

49. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors and/or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors and/or omissions that are discovered.

50. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Attachment B - Afterschool Match Partnership Grant 2020

Performance Requirements

GRANTEE RESPONSIBILITIES

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

1. Service Population and Organization Program Requirements

Grantees shall meet the following requirements:

- a. Provide regular, formally supervised afterschool/out-of-school time programs for youth, ages 5-12;
- b. Operate a minimum of 32 weeks during the school year, 12 hours per week, with active programming until at least 5:30 pm. For purposes of this grant, a week is defined as a minimum of four days, Monday through Friday, during a calendar week. Funding is not available for one-time, sporadic club activities;
- c. May opt to operate summer programming only:
 - i. A minimum of eight weeks, six hours per day is required if operating in summer only. For this grant, a summer week is defined as a minimum of four days, Monday through Friday, during the summer when school is not regularly in session.
- d. Shall have at least 40 percent of youth enrolled in each program eligible for free or reduced price lunch;
- e. Shall have at least 50 percent of enrolled youth in each program attend 30 days or more;
- f. Allow all youth to attend all hours of programming each week;
- g. Shall have a minimum Average Daily Attendance (ADA) of 15;
- h. Provide programming with a balance of academic and enrichment activities;
- i. If fees are charged, youth who qualify for free lunch must have all fees related to programming waived. This includes participation fees, partnering club fees, and any other fees related to full and equal access to all program related offerings. Grantees must offer a sliding fee scale for youth who qualify for reduced lunch; the sliding fee scale must include participation fees, partnering club fees, and any other fees related to full and equal access to all program related offerings;

2. Prevention and Education Components

The program should include two of the following prevention and education components.

<input type="checkbox"/> Addiction Prevention	<input type="checkbox"/> Youth Violence and Gang Prevention
<input type="checkbox"/> Education and Career Readiness	<input type="checkbox"/> Healthy Relationships
<input type="checkbox"/> Emotional and Mental Well-Being (Suicide Prevention)	<input type="checkbox"/> Emotional Intelligence and Self Concept
<input type="checkbox"/> Financial Literacy	<input type="checkbox"/> Positive Interpersonal Relationships
<input type="checkbox"/> Physical Activity and Nutrition	<input type="checkbox"/> Pregnancy and STI Prevention

The prevention education components shall be implemented in each program by using an evidence-based curriculum or model, incorporated at least twice a week during the regular

school year. Programs providing Pregnancy and STI Prevention must obtain written parental permission for each student before teaching Pregnancy and STI Prevention.

3. Grant Orientation Meeting

The grant administrator(s), fiscal management staff and program coordinator(s) shall attend a grant orientation meeting, date to be determined.

4. Consultation and Technical Assistance

Funded entities must participate in direct consultation and technical assistance provided by DWS, OCC staff or its designees

5. Program Quality

- a. Program Quality shall be determined through the performance of pre and post observations utilizing the School-Age Program Quality Assessment (SAPQA), conducted by DWS, OCC or its designee; *Attachment C - SAPQA*
- b. Observations shall be conducted each year in at least one of the grantee's programs;
- c. Observations shall be conducted by DWS, OCC or its designee;
- d. Program quality requirements shall be based on the following:
 - i. Average SAPQA score;
 - ii. Average score within the *Supportive Environment* domain;
 - iii. Average score within the *Interaction domain*; and
 - iv. Average score within the *Active Engagement* domain.
- e. Grantee shall ensure DWS, OCC, or its designee, is able to conduct all required observations throughout the contract term as follows:
 - i. Baseline observations during year one, conducted at the sites and locations identified by DWS, OCC;
 - ii. Year two observations conducted at the sites and locations identified by DWS, OCC;
 - iii. Year three observations conducted at the sites and locations identified by DWS, OCC; and
 - iv. Any observations deemed necessary by DWS, OCC.
- f. Baseline SAPQA observations shall be used to calculate an average assessment score that shall be used to establish the level of quality the grantee shall achieve or maintain as follows:
 - i. Grantee receiving an average SAPQA score of 3.5 or higher for the baseline score shall maintain that score for the contract term;
 - ii. Grantee receiving an average SAPQA baseline score greater than 2.5, but less than 3.5, shall achieve an average baseline score of 3.5 by the end of the contract term; or
 - iii. Grantee receiving an average baseline score less than a 2.5 shall increase its average SAPQA score a minimum of one point by the end of the contract term.
- g. Level of quality based on scores achieved in the *Supportive Environment*, *Interaction* and *Engagement* domains shall be as follows:
 - i. Grantee receiving an average SAPQA score of 3.5 or higher for the baseline score in the *Supportive Environment*, *Interaction* and *Engagement* domains, shall maintain that score in each domain for the contract term;
 - ii. Grantee receiving an average SAPQA baseline score greater than 2.5, but less than 3.5 in the *Supportive Environment*, *Interaction* and *Engagement* domains, shall

achieve an average baseline score of 3.5 in each domain by the end of the contract term; or

iii. Grantee receiving an average baseline score less than a 2.5 in the *Supportive Environment, Interaction* and *Engagement* domains, shall increase its average score in each domain a minimum of one point by the end of the contract term.

6. Quality Improvement

a. Grantees scoring less than an average of 3.5 for the SAPQA, or less than a 3.5 in *Supportive Environment, Interaction* or *Engagement* domains, shall develop a Quality Improvement Plan (QIP) in collaboration with:

- i. DWS, OCC;
- ii. Utah Afterschool Network (UAN) Out-of-School Time (OST) specialist;
- iii. Site coordinator(s); and
- iv. Direct supervisors in grantee's organization.

b. Direct supervisors in the grantee's organization shall:

- i. Ensure involvement and support of the implementation of the QIP; and
- ii. Actively work with program staff between visits of the assigned UAN OST specialist.

7. Reporting and Data Collection

Grantee shall participate in statewide afterschool data collection efforts. At a minimum, each funded program will be required to:

- a. Submit one mid-year report and one annual progress report. Report due dates and templates will be provided to grantees by DWS, OCC with sufficient notice of the information, data required and due dates; and
- b. Submit to UAN:
 - i. One annual Quality Tool report
 - ii. One annual Program Information report

8. Expense Reimbursement

- a. Grantees shall submit requests for reimbursement of expenses using the reimbursement template(s) provided by DWS, OCC;
- b. Generally, reimbursements are paid within 30 days of receipt but may be affected by accuracy of invoice and approval by DWS Finance Division;
- c. Requests for reimbursement shall be sent no less than quarterly throughout the fiscal year;
- d. Grantee shall submit all supporting documentation for invoiced purchases, upon request by DWS, OCC regardless of number of fully documented invoices submitted.
- e. Allowable Costs
 - i. Grantee shall utilize grant funds in accordance with the following:
 1. Grant funding shall supplement, build upon and add to existing program funds.
 - a. Grantee shall not supplant existing expenditures; and
 - b. Grantee shall not use grant funds to replace parent fees for current program operations.
 2. Expenses shall align with the intent of the grant to improve and enhance the quality of the afterschool program;
 3. Expenses shall be age-appropriate and safe for children;
 4. Expenses shall be a valid and appropriate expense, as permitted by the Child Care and Development Block Grant, 42 U.S.C. §§ 9857-9858r; and
 5. Expenses shall be necessary, reasonable and allocable to the program.

- ii. Grantee shall consult Attachment E: CCDF Allowable/Unallowable Direct Costs FY 19 when evaluating the appropriateness of an expense.
- iii. Grantee shall consult with its OCC Program Specialist prior to incurring an expense to ensure it is allowable.

9. Qualified Expenditure Certification

Grantee will provide certification of qualified afterschool match or kindergarten expenditure match as determined by DWS, OCC and the Grantee. Match shall be reported quarterly at a minimum or as requested by DWS, OCC.

10. Budget

Grantee shall follow the approved budget in Appendix IV. All budget change requests shall be made to the assigned OCC Program Specialist.

- a. Budget changes shall not be made in the last calendar month of each contract year;
- b. Where multiple program sites are included in one contract, any reallocation of funding between sites must be approved in writing by DWS, OCC prior to making any changes.
 - i. Final invoices shall be submitted DWS, OCC no later than seven business days after June 30 of the contract year.

11. Subcontracting

- a. Grantee is solely responsible to provide program administration and may not subcontract to any entity to administer any part of the program. Program administration includes, but is not limited to:
 - i. Hiring and employing the site coordinator or director;
 - ii. Being responsible for program structure and development;
 - iii. Operating as the DWS grant contact;
 - iv. Providing DWS progress and financial reports;
 - v. Maintaining fiscal accountability; and
 - vi. Ensuring program compliance and responsibility.

12. Expected Outcomes

Maintain or improve program quality as measured by the SAPQA as listed in Number 5, Sections F. and G. of Attachment B- Performance Requirements.

ATTACHMENT C: SCHOOL-AGE PROGRAM QUALITY ASSESSMENT (SAPQA)

Annually, the program must meet the current standard of quality set by DWS, as measured by the *School-Age Program Quality Assessment* (SAPQA) and determined by an external assessment performed by DWS, OCC or its designee.

The purpose of the SAPQA is to assist programs at any stage of development in assessing their progress against national benchmarks in four domains of quality and one area of organizational administration to help provide a framework for intentional goal setting for quality improvement. The four domains are: Safe Environment, Supportive Environment, Interaction, and Engagement. There is an additional Organizational Interview and document review designed to measure organization-level policies and procedures. For the purposes of this grant, the SAPQA is administered by a DWS, OCC selected external observer, trained and endorsed in reliability through The Weickart Center, the developers of the SAPQA. A program will receive an observation and score twice each fiscal year, once to establish a baseline score and once to measure program quality improvement.

The SAPQA was developed by the David P. Weickart Center for Youth Program Quality and has been validated in a national study. It is based on the most current research, quality standards, and feedback from out-of-school time programs nationwide. It is applicable to all types of afterschool/out-of-school time programs serving youth in grades K-6 including schools, recreation, government, community-based/non-profit centers, and private providers.

The following describes each of the quality areas:

1. **Safe Environment** - Children experience both physical and emotional safety. The program environment is safe and sanitary. Space is adequate and food is nutritious.
2. **Supportive Environment** - Adults support children in learning and growing. Adults support children with opportunities for active learning, skill building, and developing healthy relationships. The program space is also supportive of children with the environment child-centered and the materials appropriate to children's needs.
3. **Interaction** - This is about the peer culture that exists in a program, and what adults can do to positively affect that culture. Children support each other. Children experience a sense of belonging. Children act as leaders and help one another. Children manage their feelings and resolve conflict.
4. **Engagement** - When young people feel safe and experience a sense of belonging, this allows them to assert agency over their own learning. The engagement domain measures whether children have opportunities to plan, make choices, take on responsibilities, reflect and learn from their experiences.
5. **Organizational Interview** - assesses the quality of organizational support for the program offerings assessed. It consists of three domains:
 - a. **Youth Centered Policies and Practices** - This domain is about how well the staff practices and policies support youth.
 - b. **High Expectations for Youth and Staff** - This domain focuses on the administrative expectations for youth and staff.
 - c. **Access** - This domain focuses on access for youth and families.

David P. Weickart Center for Youth Program Quality: <http://www.cypq.org/>

ATTACHMENT D: DEFINITIONS

Definitions for the purpose of the Afterschool Match Partnership 2020 Grant are as follows:

1. **Program:** Afterschool program serving elementary-age (5 to 12)
2. **Site:** The physical location of the program.
3. **Supplanting:** Contract funds must be used as an addition to existing funds for the program and not replace funds which have been appropriated, designated or come from parent fees for current program operation. Funds appropriated for the Child Care and Development Fund (CCDF), Temporary Assistance for Needy Families (TANF) or Discretionary Funds must be used to supplement, not supplant.
4. **Academic Activities:** Include and are not limited to; academic assistance, homework and tutoring.
5. **Enrichment Activities:** Include and are not limited to; art, music, drama, sports, civic engagement, indoor and outdoor play and cross curricular activities supporting core curriculum.
6. **Child Care Subsidy:** Financial aid for eligible families with youth ages 5 to 12 to attend an eligible childcare facility.
7. **Collaborator or Partner:** A collaboration or partnership resulting in increased services and/or resources to be utilized in an afterschool time program. A collaborator or partner is a person or entity that is not associated with or employed by the applying organization or program.
 - a. Some examples of community involvement collaboration/partnership are service clubs with members that volunteer in the program; a public school classroom or religious center shares space with another public or private youth prevention program; community health and safety networks that fund a specific project; or arts organizations that conduct special activities in the program. **Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.**
8. **Formally Supervised Program:** Formal supervision includes any time youth are with a responsible adult, including time spent during formal transportation for 10 miles or more (one way) to and/or from the program.
9. **Hours of Operation:** The number of hours youth are participating in actual programming time.
10. **Interim hours:** Hours that programming takes place when school is not in session (i.e. during breaks for year round school).
11. **Week:** A minimum of four days during a calendar week.
12. **Department of Workforce Services – Utah Office of Child Care Afterschool Grants:**

<ul style="list-style-type: none">• Teen Afterschool Prevention Grant• Afterschool Match Partnership 2020• Program Quality Enhancement Grant	<ul style="list-style-type: none">• Afterschool Quality Improvement Grant• IGP – Supplemental Grant• IGP – Afterschool Grant
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Attachment E: CCDF Allowable/Unallowable Direct Costs

Any use of Federal CCDF funds must be consistent with CCDF purposes and applicable CCDF rules. Any costs charged to the CCDF program must be necessary, reasonable, and allocable to the program. Grant funding cannot be used to supplant existing expenditures. The list is not exhaustive. Any questions regarding allowable or unallowable costs should be directed to the OCC Program Specialist.

Allowable	Unallowable
Child Sized Furniture	Rent or Mortgage Payment
Equipment	Capital Expenditures exceeding \$5,000
Learning and play materials	Maintenance or repairs of building
Evidence based, developmentally appropriate curriculum	Used equipment, furniture or materials
Minor remodeling that improves health and safety of children (Must be pre-approved by OCC and a minimum of 2 bids is required)	Major Construction
Expenses for activities or programming included in the grant requirements that the program does not already have in place at the time of application	Business expenses required by Child Care Licensing (CCL) or other regulating agencies
Raise wages for existing staff above wage paid at time of application	DVD players or gaming systems
Staff Performance Awards (Must be linked to staff performance, specific goals and outcomes, and a written plan or formula)	Office equipment such as desks, chairs, and computers
Salary for staff that work additional hours for parent/teacher conferences or family engagement events	Furniture that is not related to the care of children
Salary for staff attending classes or targeted professional development activities	Any food expenses for meals or snacks as required by CCL
Salary for staff planning time when staff are not responsible for children	Stationary playground equipment
Professional Development for staff (Fees and wages for time spent in class)	Vehicle purchases, repair costs or maintenance
Food for staff trainings or meetings related to a specific quality improvement grant, does not exceed state per diem, and sufficient documentation is provided	Bad debts
Professional Resources for staff	Goods or services for personal use
Field trips that include an educational component, support prevention components or are related to quality programming and curriculum.	Field trips or activities for entertainment purposes only such as movies, gaming arcades, amusement parks
Parent Engagement Activities required by grant	Entertainment for staff (ie: amusement, entertainers, social activities, tickets to shows, outside meals, lodging)
Light refreshments or snacks for parent engagement activities required by grant, with sufficient documentation	Out-of-State Travel without pre-approval from OCC

Allowable	Unallowable
Presenters or contract services related to quality programming	Any payment to a family member of an owner, director, officer or board member of an organization without previous disclosure and approval by DWS
Computers or iPad for children's use, with OCC approval and proper firewall installation	Bank Fees
Age appropriate computer software that supports curriculum	Child Care Tuition
Consumable products such as art or paper supplies (may not exceed 5% of annual grant amount, unless otherwise specified)	



ATTACHMENT F: Afterschool Match Partnership (AMP) 2020

RFGA Evaluation Score Sheet

Organization: _____

Evaluator # _____ Group # _____ Application # _____

**** A score of zero can only be given in the absence of a response ****

COMPETITIVE PRIORITY POINTS		_____ / 3		
The organization has received funding from Afterschool Match Partnership I or II within the last three years.		No Documentation Required.	Yes/No	If Yes, 3
Overall Comments:		Points Possible: 3 Points Awarded: _____		

1. ORGANIZATION PRACTICES (10 POINTS POSSIBLE)

_____ / 10

There is a clear description of the organization.

The description includes detail about each of the following; organization's mission, on-board hiring process and training, professional development, family engagement, and collaboration and partnerships within the community.

Marginal (1-3)

- The description of the organization is unclear or vague.
- The description only identifies one or two of the practices.
- There is no mention of Child Care Licensing requirements.

Somewhat Rigorous (4-7)

- There is a clear description of the organization.
- A summary of the practices are given but are unclear or vague.
- The description does not identify all five practices.
- Child Care Licensing is mentioned but there is no information of training, fingerprinting or background checks.

Most Rigorous (8-10)

- There is a clear description of the organization.
- A detailed summary of the practices are concise and clear.
- All five practices are identified in the description.
- There is a clear description of training, background checks and fingerprinting required by Child Care Licensing.

OVERALL COMMENTS:

Points Possible: 10 Points

Awarded: _____

2. NEED DETERMINATION (20 POINTS POSSIBLE)**/ 20**

Describe the specific needs of the population the organization serves. Include data that illustrates the need for afterschool programming. Please include the following:

- A. Explain how each program will determine whether a child is eligible for free or reduced lunch. Include any coordination that exists between the program and its local education agencies.
- B. Describe how the organization is recruiting and serving youth to meet the requirement of having at least 40 percent of youth enrolled in each program are eligible for free or reduced lunch.
- C. Describe how the organization will assure that 50 percent of the enrolled youth will attend 30 days or more in each program. Describe how this will be measured and tracked.

A. *Explain how each program will determine whether a child is eligible for free or reduced priced lunch. Include any coordination that exists between the program and its local education agencies. (5 points)***Marginal (1-2)**

- There is little or no mention of determining how a child is eligible for free or reduced price lunch.

Somewhat Rigorous (3-4)

- There is some explanation for determining how a child is eligible for free or reduced price lunch but is not clear.
- There is mention of coordination that may or may not exist between the program and its local LEAs whether or not the organization has access to the information.

Most Rigorous (5)

- There is a clear explanation for determining how a child is eligible for free or reduced price lunch.
- There is mention of coordination that may or may not exist between the program and its local LEAs whether or not the organization has access to the information.

OVERALL COMMENTS:**Points Possible for A: 5 Points****Awarded:** _____

2. NEED DETERMINATION (Continued)

B. Describe how the organization will recruit youth to meet the requirement of having at least 40 percent of youth enrolled in each program are eligible for free or reduced lunch. (7 points)

Marginal (1-2)

- There is little or no mention of recruiting youth specifically on free or reduced price lunch

Somewhat Rigorous (3-5)

- There are plans to recruit youth who are on free or reduced price lunch but it is vague or unrealistic

Most Rigorous (6-7)

- There is a detailed plan of how the organization will recruit at least 40 percent of the youth enrolled in each program are eligible for free or reduced price lunch.

OVERALL COMMENTS:

Points Possible for B: 7

Points Awarded: _____

C. Describe how the organization will assure that 50 percent of the enrolled youth will attend 30 days or more in each program. Describe how this will be measured and tracked. (8 points)

Marginal (1-3)

- There is little or no mention of the strategies the organization will use to assure 50 percent of enrolled youth attend 30 days or more

Somewhat Rigorous (4-5)

- The organization mentions a strategy to have 50 percent the enrolled youth attend 30 days more but it is vague or unrealistic.

Most Rigorous (6-8)

- There is a strategic plan outlining how the organization will maintain 50 percent of youth enrolled attend at least 30 days or more.

OVERALL COMMENTS:

Points Possible for C: 8

Points Awarded: _____

3. PREVENTION AND EDUCATION PROGRAMMING (15 POINTS POSSIBLE) / 15**A. Explain the reason the specific two prevention and education components were chosen and cite research demonstrating the value of each component. (7 points)****Marginal (1-2)**

- Two prevention and education components were not selected.
- Two prevention and education components were selected but there is no detail to why they were chosen.

Somewhat Rigorous (3-5)

- Two prevention and education components are listed
- There is some explanation why they were chosen but it is vague or unclear.

Most Rigorous (6-7)

- Two prevention and education components are listed
- There is a detailed explanation why they were chosen.

OVERALL COMMENTS:**Possible Points: 7****Points Awarded** _____**B. Describe the specific two prevention and education curricula or model and other enrichment or social and emotional learning activities that are implemented in the programs. (8 points)****Marginal (1-3)**

- There is little description of the curricula or model used for the prevention and education components.
- There is no mention of any enrichment or social and emotional learning activities

Somewhat Rigorous (4-6)

- There is description of the curricula or model used for the prevention and education components but it is somewhat vague or unclear.
- There is mention of enrichment or social and emotional learning activities but very little description.

Most Rigorous (7-8)

- There is a clear description of the curricula or model for prevention and education.
- There is a clear and detailed description of the enrichment or social and emotional learning activities.

OVERALL COMMENTS:**Possible Points: 8****Points Awarded** _____

4. PROGRAM SERVICES (12 POINTS POSSIBLE)**/ 12**

Describe the daily schedule demonstrating how programming supports a balance of the following; Prevention and education, academics, and enrichment (social and emotional learning). See Attachment D Definitions. Proposals entirely academic or entirely enrichment will not be considered.

Marginal (1-4)	Somewhat Rigorous (5-8 Points)	Most Rigorous (9-12 Points)
<ul style="list-style-type: none">• There is little or no mention of the program's balance of academic and enrichment activities.• The organization does not describe the program's daily schedule.	<ul style="list-style-type: none">• There is a brief description of how the program will have a balance of academic and enrichment activities.• The description is unclear or vague• The description does not include all the programs the organization intends to fund.• There is a general description of the program's daily schedule but is not clear or does not include all programs the organization intends to fund.	<ul style="list-style-type: none">• There is a clear description of a balance of academic and enrichment activities.• There is a clear and realistic description of the program's daily schedule for each program the organization intends to fund.
OVERALL COMMENTS:		Possible Points: 12 Points Awarded _____

5. QUALITY IMPROVEMENT (10 points possible)_____ / 10

Describe how quality has been previously assessed in the programs. Explain how the organization will reach or maintain high quality practices in programs.

Marginal (1-3)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none">• There is little or no mention of how quality was assessed previously in the programs• There is little or no mention of how the organization will reach or maintain high quality practices in programs.	<ul style="list-style-type: none">• There is mention of how quality was assessed previously in programs but the description is unclear or vague.• There is mention of how the organization will reach or maintain high quality practices in programs but the description is unclear or vague.	<ul style="list-style-type: none">• There is a clear and detailed description how quality was assessed previously in programs.• There is a clear and detailed description how the organization will reach and maintain high quality practices in programs.
OVERALL COMMENTS:		Points Possible: 10 Awarded: _____

6. COST INFORMATION (10 POINTS POSSIBLE)_____ / 10

- a. Explain the need for these funds to provide quality afterschool programming.
- b. Provide a summary of how the funds will be appropriately utilized over the three-year period of the grant that aligns with the Budget Form.

A. Explain the need for these funds to provide quality afterschool programming.

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5 Points)
<ul style="list-style-type: none">• There is little or no explanation of how funds will promote quality programming.• Little or no mention of how funds will support needs of the target population.• There are not budget forms completed for each program the organization intends to fund.	<ul style="list-style-type: none">• There is a general explanation of how funds will promote quality programming.• Some mention of how funds will support needs of target population.• There are budget forms for each program the organization intends to fund but are incomplete.	<ul style="list-style-type: none">• There is a clear explanation of how and why funds will provide quality programming.• Details are mentioned of how funds will support needs of target population.• There are detailed budget forms for each program the organization intends to fund.
OVERALL COMMENTS:		Points Possible for A: 5 Points Awarded: _____

B. Provide a summary of how the funds will be appropriately utilized over the three-year period of the grant that aligns with the budget form.

Marginal (1-2)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5 Points)
<ul style="list-style-type: none">• It is difficult to determine if stated costs are reasonable in relation to number of youth to be served.• Not all line items costs are itemized, detailed and purposeful.	<ul style="list-style-type: none">• There is not enough detail provided to determine if stated costs are reasonable in relation to number of youth to be served.• Most line items costs are itemized, detailed and purposeful.	<ul style="list-style-type: none">• Stated costs are reasonable in relation to number of youth to be served.• All line items costs are itemized, detailed and purposeful
OVERALL COMMENTS:		Points Possible for B: 5 Points Awarded: _____

TOTAL EVALUATION POINTS

OVERALL COMMENTS:

TOTAL Competitive Priority Points Possible: 3

TOTAL Competitive Priority Awarded: _____

TOTAL Proposal Narrative Points Possible: 97

TOTAL Proposal Narrative Points Awarded: _____

TOTAL POINTS POSSIBLE: 100

TOTAL POINTS AWARDED: _____

ATTACHMENT G

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name

ATTACHMENT H **CODE OF CONDUCT**

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

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

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that 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.

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, and/or 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 includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

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

- A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as "Contractors") must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information. In addition, if the Contractor's primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.
- B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.
- C. Definitions
 - "Confidential information" includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
 - "Direct service" means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
 - "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
 - "Minor" means any person under the age of 18.
 - "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - provide personal protection;
 - provide necessities such as food, shelter, clothing, or medical or other health care;
 - obtain services necessary for health, safety, or welfare;
 - carry out the activities of daily living;
 - manage the adult's own resources; or
 - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

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

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

E. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the individual by the Contractor, or otherwise provided for by DWS herein.

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

G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:

- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.

H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:

- Any matters involving an alleged sexual offense.
- Any matters involving an alleged felony or class "A" misdemeanor drug offense.
- Any matters involving an alleged "crime against the person" under Utah Code 76- 5-101 et seq.

I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.

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

ATTACHMENT J: BUDGET INSTRUCTIONS

Category I: INDIRECT EXPENSES

This category is used if the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or chooses a de minimis rate.

- a. NICRA – If the organization has a federally approved rate, it must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. A NICRA is established on a cost base(s).

- In the detail information, list the organization's NICRA and cost base(s).
- To determine the amount, multiply the NICRA against the established cost base(s) line item amounts listed in Category III.

If an organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate, please note this in the detail information area. Waving indirect costs or charging less will not influence awarding decisions.

- b. De minimis Rate - If the organization does not have a NICRA and would like to choose a de minimis rate, the organization must certify that they are making this choice. Once an organization chooses the de minimis rate, they **MUST** use this across all grants. The only way for an organization to stop using the de minimis rate once certified is to receive a NICRA. Please use caution when making this choice.

The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.

- In the Itemized Details of Grant Funds Requested column, indicate that de minimis has been chosen.
- To determine the amount, determine the MTDC from line items in Category III (see the budget narrative notes for the eligible Category III expenses).
- Multiply the MTDC by 10%. Enter this amount in Category I.

Category II: DIRECT ADMINISTRATIVE EXPENSES

This category is used if the organization does not have NICRA, does not choose a de minimis rate, or has administrative expenses that are not included in the cost base(s) of their NICRA. If the organization allocates administrative expenses with a cost allocation plan or other basis, those allocated costs should be included here. Any other direct administrative expenses should be listed as well.

- In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs.

Category III: DIRECT PROGRAM EXPENSES

This category is used for the direct program expenses. Costs should be reasonable, necessary, and allowable under the grant proposal and federal regulations.

- In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs.

APPENDIX I- AFTERSCHOOL MATCH PARTNERSHIP (AMP) 2020 GRANT

I. GRANT APPLICATION COVER SHEET

CONTRACTING ORGANIZATION

Contracting Organization _____

Federal Tax ID #: _____ DUNS #: _____

This entity is a: Government Agency Non-Profit Organization (attach 501(c)(3) letter) LEA _____

Organization's Signature Authority:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Electronic/Original Signature: _____ Date: _____

GRANT CONTRACT ADMINISTRATOR (if different from above)

Name: _____ Position: _____

Address: _____

Phone: _____ Email: _____

FINANCIAL ADMINISTRATOR CONTACT (if different from above)

Name: _____ Position: _____

Address: _____

Phone: _____ Email: _____

FUNDING DETAILS

Select the type of expenditures you are identifying as match:

List the dollar amount of expenditures you are identifying as match:

Number of program sites you are applying for:

*Maximum Is Eight Program Sites Per Organization

Potential Award Amount	Type of Expenditure			
	Private/Public		Kindergarten	
	# of Program Sites	Minimum to Identify	# of Program Sites	Minimum to Identify
\$50,000.00	1	\$100,000.00	1	\$1,000,000.00
\$100,000.00	2	\$200,000.00	2	\$1,000,000.00
\$150,000.00	3	\$300,000.00	3	\$1,000,000.00
\$200,000.00	4	\$400,000.00	4	\$1,000,000.00
\$250,000.00	5	\$500,000.00	5	\$1,000,000.00
\$300,000.00	6 to 8	\$600,000.00	6 to 8	\$1,000,000.00

APPENDIX II - AFTERSCHOOL MATCH PARTNERSHIP (AMP) GRANT

III. PROGRAM INFORMATION

Organization: _____ Program Name: _____

* A program information sheet must be completed for each program for which the organization is applying.

SECTION A: SITE INFORMATION

Site Name: _____

Address: _____ Site County: _____

Site Contact Name: _____ Position: _____

Phone: _____ Email: _____

SECTION B: SITE LOCATION - DWS ECONOMIC SERVICE AREA (ESA):

- Bear River ESA (Box Elder, Cache, & Rich Counties)
- Castle Country ESA (Carbon & Emery Counties)
- Central Utah ESA (Millard, Piute, Sanpete, Sevier, & Wayne Counties)
- Mountainland ESA (Juab, Summit, Utah, & Wasatch Counties)
- Southeast ESA (Grand & San Juan Counties)
- Southwest ESA (Beaver, Garfield, Iron, Kane, and Washington Counties)
- Uintah Basin ESA (Daggett, Duchesne, & Uintah Counties)
- Wasatch Front North ESA (Davis, Morgan, & Weber Counties)
- Wasatch Front South ESA (Salt Lake & Tooele Counties)

SECTION C: PREVENTION AND EDUCATION COMPONENTS

Check the **TWO (2)** primary prevention and education components the program proposes to offer:

- Addiction Prevention
- Education & Career Readiness
- Emotional Intelligence & Self-Concept
- Emotional and Mental Well-Being (Suicide Prevention)
- Financial Literacy
- Healthy Relationships
- Physical Activity & Nutrition
- Positive Interpersonal Relationships
- Pregnancy and STI Prevention
- Youth Violence & Gang Prevention

SECTION D: PROGRAM INFORMATION

Grade levels served (range of grade levels to be served): _____

Kindergarten children are served in the same program/classroom as the 1st – 6th grade children: Yes No

The program proposes an Average Daily Attendance (ADA) of at least 15 youth: Yes No

The program proposes to have at least 40 percent of enrolled youth eligible for free or reduced lunch: Yes No

Total enrollment program proposes: _____

The program proposes to have at least 50 percent of enrolled youth attend 30 days or more: Yes No

Afterschool Program Start Date (Month/Day/Year): _____

How many weeks does the program operate during the school year? _____

For purposes of this grant, a week is defined as a minimum of four days between Monday and Friday. Hours of operation are defined as the number of hours youth are actually participating in the program.

Projected hours of operation for the school year (i.e. 2:30-5:00):

AM — Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly Hours _____

PM — Mon: _____ Tues: _____ Wed: _____ Thurs: _____ Fri: _____ Sat: _____ Total Weekly Hours _____

Fillable forms can be found at: <https://jobs.utah.gov/Department/rfg/index.html>

Appendix III: Proposal Narrative

Instructions: Please use the provided space and PDF form fill format for responses.

Organization: _____ Program Site: _____

COMPETITIVE PRIORITY POINTS (3 POINTS POSSIBLE)

The organization received Afterschool Match Partnership Grant I or II in the last three years.
No documentation required.

I. ORGANIZATION PRACTICES (10 POINTS POSSIBLE)

Provide detailed descriptions of the following:

- a. Description of the organization and overall mission.
- b. On-board hiring process and training.
- c. Professional development.
- d. Family engagement.
- e. Collaboration and partnerships within the community.

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

II. NEED DETERMINATION (20 POINTS POSSIBLE)

Describe the specific needs of the population the organization serves. Include data that illustrates the need for afterschool programming. Please provide the following information in the description:

- a. Describe how the organization's program(s) will determine whether a child is eligible for free or reduced price lunch. Include any coordination that exists between the program and its local education agencies.
- b. Describe how the organization's program(s) is recruiting and serving youth to meet the requirement of having at least 40 percent of youth enrolled in each program are eligible for free or reduced lunch.
- c. Describe how the organization's program(s) will assure that 50 percent of the enrolled youth will attend 30 days or more in each program. Describe how this will be measured and tracked.

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

III. PREVENTION AND EDUCATION PROGRAMMING (15 POINTS POSSIBLE)

Funded programs are required provide programming which includes at least two (2) components from the list below:

- Addiction Prevention
- Education and Career Readiness
- Emotional and Mental Well-Being (Suicide Prevention)
- Financial Literacy
- Physical Activity and Nutrition
- Youth Violence and Gang Prevention
- Healthy Relationships
- Emotional Intelligence and Self Concept
- Positive Interpersonal Relationships
- Pregnancy and STI Prevention

- a. Explain the reason the specific two prevention and education components were chosen and cite research demonstrating the value of each component.
- b. Describe the specific two prevention and education curriculum or model and other enrichment or social and emotional learning activities that are implemented in the programs.

** If organizations are choosing different prevention and education components for programs, a description for each program will need to be provided.*

Fillable forms can be found at: <https://jobs.ohio.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

IV. PROGRAM SERVICES (12 POINTS POSSIBLE)

- a. Explain the daily schedule demonstrating how programming supports a balance of the following:
 - i. Prevention and Education;
 - ii. Academics; and
 - iii. Enrichment (social and emotional learning)

**See Attachment D- Definitions. Proposals entirely academic or entirely enrichment will not be considered.*

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

V. QUALITY IMPROVEMENT (10 POINTS POSSIBLE)

Describe how quality has been previously assessed in the programs. Explain how the organization will reach or maintain high quality practices in programs.

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg.index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

VI. COST INFORMATION (10 POINTS POSSIBLE)

- a. Explain the need for these funds to promote quality afterschool programming.
- b. Provide a summary of how the funds will be appropriately utilized over the three-year period of the grant that aligns with the Budget Form(s).

*A budget form needs to be submitted for each individual program the organization intends to operate with these funds from this grant. A master budget form totaling the amount for all programs the organization intends to fund through this grant needs to be submitted.

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Fillable forms can be found at: <https://jobs.utah.gov/department/rfg/index.html>

Appendix IV: Budget Narrative and Itemization

Department of Workforce Services

July 1, 2019 - June 30, 2020

Organization:

All planned expenses must be itemized, detailed and described for each line item.
Cells may be expanded as necessary in order to provide all required information.

Category I - Indirect Expenses:

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

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. No expenses should be entered into Category II if choosing the de minimis rate.

Category I Indirect Expenses	NICRA Rate and Base(s) - OR - De Minimis	Grant Funds Requested
Indirect Costs		\$ -

Cannot exceed the entity's federally approved indirect cost rate (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III expenses as listed in the notes below.

Category II - Direct Administrative Expenses:

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

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Equipment (e.g. computers, laptops, printers, furniture, etc.)		\$ -
Material and Supplies (e.g. consumable goods)		\$ -
Travel & Transportation		\$ -
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services (e.g. consultants, security, etc.)		\$ -
Total Category I Indirect Expenses and Category II Administrative Expenses		\$ -

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses

Category III - Direct Program Expenses:		
Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Equipment (e.g. computers, laptops, printers, furniture, etc.)		\$ -
Material and Supplies (e.g. consumable goods)		\$ -
Staff Travel & Transportation		\$ -
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		\$ -
Staff Development & Training		\$ -
Professional Fees & Contract Services (e.g. consultants, security, etc.)		\$ -
Subawards (e.g. pass-through)		\$ -
Total Category III Program Expenses		\$ -
Total Category I, Category II and Category III Expenses		\$ -

Notes:

Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subawards up to the first \$25,000. Equipment **CANNOT** be used when calculating the MTDC.

APPENDIX V: QUALIFYING CASH MATCH

FY 2020 PLANNED EXPENDITURE CERTIFICATION FORM

Entity/Organization:			
Address: Street City, State Zip Code	Phone:		
Contact Name:	Email:		

Qualified CCDF Matching Funds			
Entity/Organization is Identifying : <input checked="" type="checkbox"/> Public Funds <input type="checkbox"/> Private Funds <input type="checkbox"/> Kindergarten <input type="checkbox"/>			
All boxes must be checked in order to qualify. <ul style="list-style-type: none"> <input type="checkbox"/> Expenditures/funds will be spent specifically in the out-of-school time program(s) serving 5-12 year old children. <input type="checkbox"/> Identified afterschool FY20 (July 1, 2019 – June 30, 2020) expenditures will be paid for with non-federal funds. <input type="checkbox"/> Identified funds <u>do not</u> originate from <u>any</u> federal source. <input type="checkbox"/> Identified funds <u>do not</u> include parent fees of any kind. <input type="checkbox"/> The identified expenditures/funds <u>are not</u> used for match or Maintenance of Effort (MOE) for any other funding. <input type="checkbox"/> Qualified expenditure/fund documentation is accessible at the program's administrative office for on-site review. 			
If identifying Public Funds the following must be checked to qualify (State, County, City General Funds): <ul style="list-style-type: none"> <input type="checkbox"/> The organization certifying State FY 2020 planned expenditures is a public entity. 			
If identifying Donated/Grant Funds the following must be checked to qualify: <ul style="list-style-type: none"> <input type="checkbox"/> Funds are donated/granted to the entity/provider from an outside (third party) source. <input type="checkbox"/> Identified funds <u>do not</u> come directly from the entity/organization. This includes and is not limited to; tuition, parent fees, donations from owners/directors/staff, etc. Donations from parents are not a condition for a child's participation in the afterschool program. <input type="checkbox"/> The funds <u>do not/will not</u> revert to the donor's (the outside, third party source) facility or use. <input type="checkbox"/> The funds do not have restrictions that would require their use for a specific individual, organization, facility or institution. <i>For example: The donor cannot specify what company a program must purchase supplies from.</i> <input type="checkbox"/> If the cash match has been identified through fundraisers, all donors are documented. The donor(s) name(s), address(es), phone number(s), and the donation amount(s) are included in the on-site documentation. 			
Source and description of identified funds:			
Period of Expenditures:	State FY 2020 (July 1, 2019– June 30, 2020)		
Qualified Matching Amount:	\$		

 authorizes the State of Utah; Office of Child Care, Department of Workforce Services to commit the above referenced FY 2020 expenditures/donated funds as state match for the Child Care and Development Fund. _____ certifies the above referenced expenditures/funds.

Electronic Signature:	Date:
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