FY23 CSBG DISCRETIONARY PRE-PROPOSAL MEETING

DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
STATE COMMUNITY SERVICES OFFICE

8.9.2023

Agenda

Overview of Funding Opportunities

• FY23 CSBG Discretionary

Application Process

RFGA Components & Attachments

Review Process and Timeline

- Conditional Award process
- Timeline
- Adobe E-Sign

Terms and Conditions

Questions

OVERVIEW: FY23 CSBG DISCRETIONARY



Community Services Block Grant (CSBG) Discretionary Request for Grant Application (RFGA)

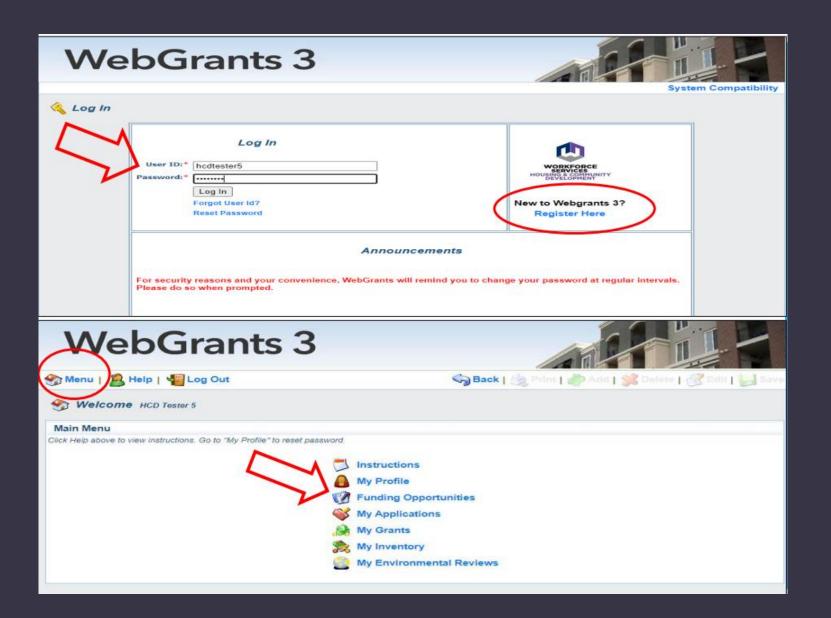
The State Community Services Office of the Department of Workforce Services' Housing & Community Development Division is accepting CSBG Discretionary grant applications to support Utah's nine community action agencies through targeted teaching and technical assistance; provision of advocacy on behalf of the community action agencies and their community needs as identified in needs assessments; support of capacity building within the community action network; support of the CSBG Annual Report; hosting of a poverty conference supporting the community action network as well as other interested stake holders; production of county-level food access reports for all 29 counties in Utah; production of four Issue Briefs and hosting of Community Forums related to Food Access issues; and support of Utah's Pantry Association. Expertise is required in the CSBG Act, CSBG Organizational Standards, Results Oriented Management and Accountability (ROMA) methodology, tripartite board management, as well as state statute and policies and procedures. Applicant should have good relationships with all nine community action agencies and be willing to travel often to provide this statewide support. Subcontracting of this funding is not permitted.

FUNDING OPPORTUNITY POSTED

- Teaching & Technical Assistance
- Support for Network Capacity Building
- Advocacy
- Poverty Conference

SUBMISSION DEADLINE FRIDAY AUGUST 25, 2023

HOW TO APPLY



APPLICATION AVAILABLE IN WEBGRANTS 3

- https://webgrants.utah.gov
- Log in or create a new account with Webgrants 3
- Use the "Menu" button to navigate back to the WG3 homepage
- Select "Funding Opportunities"

WebGrants 3

























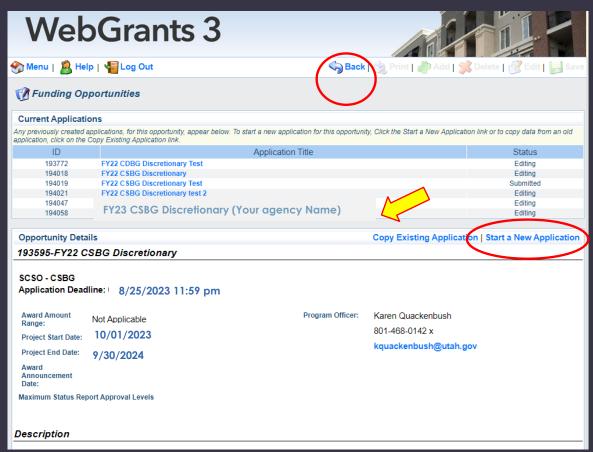
Funding Opportunities

Current Funding Opportunities

All currently posted opportunities appear below. The Application Deadline indicates the due date for the application submission. You will be unable to submit your application after this

Click on the title to open the Funding Opportunity summary. Click on the column headers to sort list of Opportunities.

ID	Agency	Program Area	Opportunity Title	Pre-Application Deadline	Application Deadline
193816	Housing and Community Development	Community Development Block Grant	Recovery Housing Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23930	Housing and Community Development	Community Development Block Grant	2022 Community Development Block Grant	01/31/2022	05/31/2022
03048	State Community Services Office	Home Energy Assistance Target	TEST - Home Energy Assistance Target Program (HEAT)	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
06441	State Community Services Office	Home Energy Assistance Target	21 LIHEAP	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03036	Housing and Community Development	Housing - Home Choice	Housing - Home Choice Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23839	Housing and Community Development	Housing - Other	2022 Veteran Affairs Pass Through	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03035	Housing and Community Development	Housing - Rural Self-Help	Housing - Rural Self-Help Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03128	Homelessness Programs Office	Housing Opportunities for Persons with AIDS	HOPWA Projects FY21	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02877	Housing and Community Development	Housing-State Individual Development Accounts	Housing - State Individual Development Accounts (IDA)	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23838	Housing and Community Development	Housing-State Individual Development Accounts	2022 IDA	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02773	Housing and Community Development	Multi-Family Housing	Housing - Multi-Family Housing	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23906	Housing and Community Development	Multi-Family Housing	2022 HPF	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
198301	State Community Services Office	SCSO - CSBG	FY23 CSBG Discretionary	-Application Deadline not Applicable	05/27/2022
194080	State Community Services Office	SCSO - CSBG	TEST CSBG CARES Balance of Fix ds Discretionary - Network Capacity	Pre-Application Deadline not Applicable	05/27/2022
193775	State Community Services Office	SCSO - EFA	FY23 Emergency Food Assistance (EFA)	Pre-Application Deadline not Applicable	05/20/2022
193687	State Community Services Office	SCSO - EITC	FY23 Earned Income Tax Credit Program (EITC)	Pre-Application Deadline not Applicable	05/20/2022
03034	Housing and Community Development	Single-Family Housing	Housing - Single Family Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable



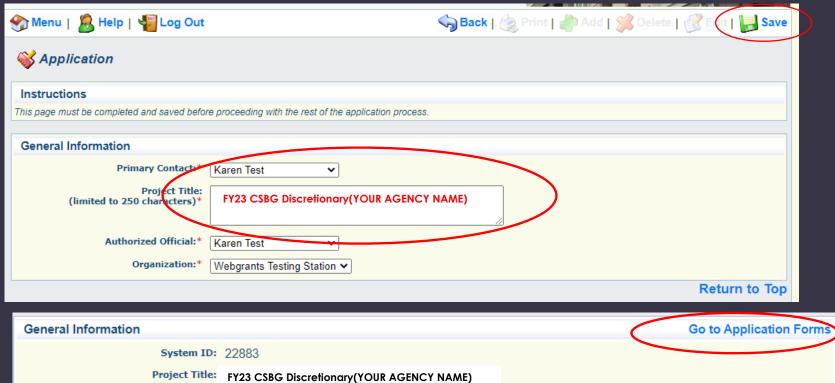


ACCESSING THE APPLICATION

For reference--RFGA posted:

https://jobs.utah.gov/department/rfg/index.html

- The Opportunity Details page will walk you through the grant basics
- You will be able to see your current application here once it is created with the corresponding application status
- Once you have selected the correct funding opportunity and read the details page, select "Start a New Application"

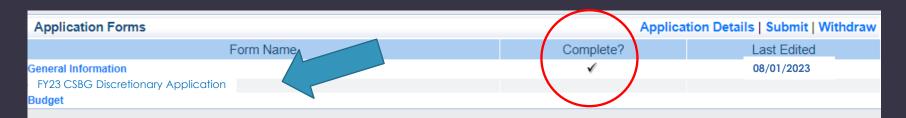


Project Title: FY23 CSBG Discretionary(YOUR AGENCY NAME)

Primary Contact: Karen Test

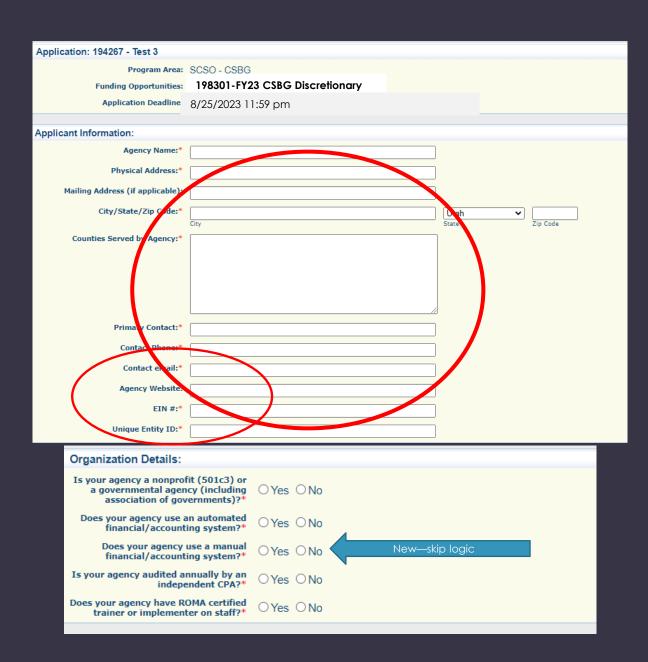
Organization: Webgrants Testing Station

Last Edited By: Karen Test, 05/07/2021



Starting the Application

- To keep everything uniform, please enter your Project Title as "FY23 CSBG Discretionary (YOUR AGENCY NAME/ACRONYM)"
- Once the General Information section is complete, select "Save"
- You will now have the option to "Edit" your response or select "Go to Application Forms" to continue with the application. This takes you to the home page for all parts of the application
- Select "FY23 CSBG Discretionary Application"



Navigating the Application

Please be sure to enter the "Applicant Information" section accurately-we need the correct contacts



Describe your agency's experience with the community action network. Include in your description your experience with tripartite board structure, functions, and requirements; experience with community needs assessments; and experience with CSBG annual reporting. Also include in your response your agency's experience with working with each of Utah's nine community action agencies.



Describe your agency's experience hosting poverty conferences or other events that bring together stakeholders in community action in Utah and a description of outreach to encourage participation. How would these funds be used to support a poverty conference hosted by your agency.

Applicant Questionnaire

Be sure to answer all parts of each question

Application will not allow responses longer than the noted character limits



Describe your agency's experience with providing advocacy on the local, state, and national levels for issues related to community action. If awarded this funding, what actions would your agency take to improve advocacy for Utah's community action network? How would these funds be used by your agency to support these advocacy efforts?



How will your agency use the CSBG discretionary funds to support the teaching and technical assistance (T/TA) needs of the community action agencies? Include in your response support that will be provided for compliance with the organizational standards, annual reporting, data requirements, and ROMA. Also include description of how your agency will measure effectiveness of the T/TA provided.

Applicant Questionnaire

Be sure to answer all parts of each question

Application will not allow responses longer than the noted character limits



Describe any other community action network capacity-building activity your agency would like to use these funds to support.



Describe the specific and measurable outcomes your agency expects to achieve in each of the following areas: T/TA, advocacy, poverty conference, and any other capacity-building activity identified above.

Applicant Questionnaire

Be sure to provide SMART Outcomes & Outcome Indicators:

S—specific

M- measurable

A – achievable

R - relevant

T – time-bound (contract period)

What tools will be used to measure outcomes and outcome indicators?

Budget Narrative

Clearly define number of FTE's (identified by position) as well as how funds will be used for any other budget line identified in the budget section of the application, including clear expectation of any funding for miscellaneous. Include in your narrative how these dollars make possible the work described in this proposal. (2000 characters) *

A detailed description here can be used again in the justification portion of budget



Attachments:

Copy of current Charitable Solicitation Permit (if not exempt)

Choose File No file chosen

Proof of 501c3 status (if applicable) Choose File No file chosen

List of Board of Directors*

Choose File No file chosen

Proof of Insurance Choose File No file chosen

Proof of Registry as Entity with Office of Lt. Governor*

Choose File No file chosen

Federal Funding Accountability and Transparency Act (FFATA) Form*

Choose File No file chosen

ROMA Certification*

Choose File No file chosen

Indirect cost rate letter, Signed de minimis form, or Cost Allocation



Return to Top

Applicant Questionnaire

Be sure to answer all parts of each question

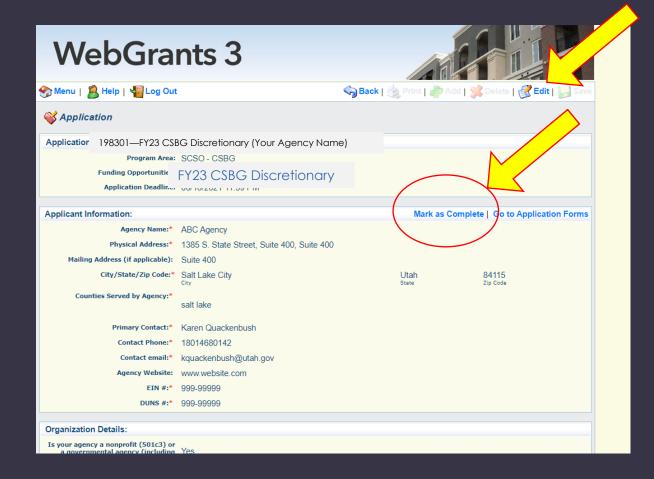
Application will not allow responses longer than the noted character limits

Budget Narrative—provide detailed description of budget lines that you will enter in next section. You may copy this section (if detailed) and use for Justification Section of the Budget

Make sure to attach ALL necessary documentation

NEW—Indirect Cost Rate Letter: Signed De Minimis Form; or Cost Allocation Plan

- —Proof of insurance—make sure DWS is listed
- -- FFATA—attached to funding opportunity or contact Karen



Application Forms	Applicati	on Details Submit Withdraw
Form Name	Complete	Last Edited
General Information	✓	05/07/2021
FY23 CSBG Discretionary Application	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	05/07/2021
Budget		

Budget

When ready—MARK AS COMPLETE—You can still go back and edit

When Marked as complete—the section will show as "Complete" on the Application Forms home page

Select "Budget" to begin entering the budget for this application



Category I - Indirect Expenses

Mark as Complete | Go to Application Forms

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 part of the base of the NICRA 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 <u>must</u> 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 sub-award. No expenses should be entered into Category III f choosing the de minimis rate.

The indirect cost amount cannot exceed the entity's federally-approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III expenses. Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.

Category NICRA Rate and Base(s) - OR - De Minimis Grant Funds Requested

Indirect Costs

S0.00

Category I - Justification

Use this Justification section to specify if:

a) the organization does not have a Federal NICRA and has elected the de minimis rate for billing indirect costs, charged at 10% of Modified Total Direct Costs (MTDC) as prescribed in 2 CFR 200: or

h) the organization has a Negotiated Indirect Cost Rate Agreement (NICRA) with a (specify type of rate: final_predetermined_or provisional) rate of yy yy% hased on (specify hase 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.

Please refer to these examples of expense types:

Communications; Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage,

Application Deadlin 08/25/2023 11:59 pm

Equipment: Computers, laptops, printers, furniture.

Materials and Supplies: Consumable goods.

Professional Fees & Contract Services: Consultants, security.

Space Costs: Rent, lease

Expense Type Description Grant Funds Requested

Category II - Justification

Please provide an explanation of the above listed costs including specific positions, number of FTE Itemized Details

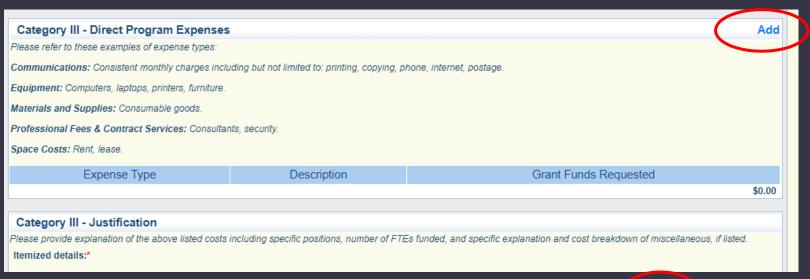
Explain budget lines here—FTEs etc.

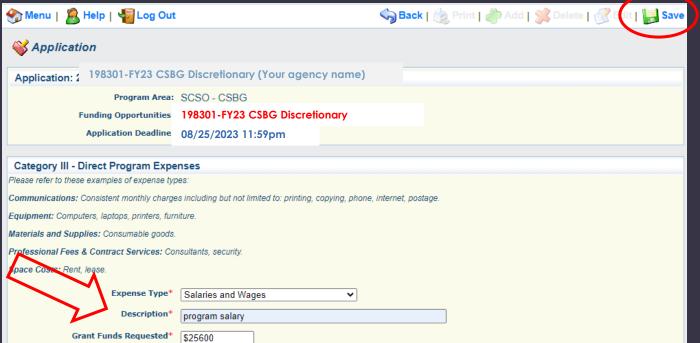
and specific explanation and cost breakdown of miscellaneous, if listed.

\$0.00

BUDGET

- Select the "Edit" button to begin entering your budget descriptions
- Under each category, you may enter the itemized details of your budget under "Justification"
- Please read the descriptions for each of the three Categories of Expenses
- Unless you have a federally negotiated indirect cost rate, leave Category I blank
- Category II is for Indirect Expenses, not directly related to program
- Category III is for DIRECT Program Expenses
- Include detailed description of each budget line per category in the corresponding Justification Section
- SAVE





BUDGET

- To add a new budget line item under a Category select "Add"
- Enter the "Expense Type," description, and amount
- Select "Save"
- This will bring you back to the Budget main page
- To add new line items for each category, follow the same process

Category III - Direct Program Expenses Please refer to these examples of expense types: Communications: Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage. Equipment: Computers, laptops, printers, furniture. Materials and Supplies: Consumable goods. Professional Fees & Contract Services: Consultants, security. Space Costs: Rent, lease. Expense Type Description Grant Funds Requested \$25,600.00 \$25,600.00

Application: 198301 FY23 CSBG Discretionary (Your agency Name)

Program Area: SCSO - CSBG

Funding Opportunities: 198301--FY23 CSBG Discretionary

Application Deadline: 08/25/2023 11:59 pm

Category I - Indirect Expenses

Mark as Complete

Go to Application Forms

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

Application Forms	Application	on Details Submit Withdraw
Form Name	Complete?	Last Edited
General Information	✓	05/07/2021
CSBG Discretionary Application	✓	05/07/2021
Budget		05/07/2021

ALMOST DONE.....

- As you add lines—they will populate in that category's budget
- Once you have checked for accuracy and saved, you may mark the "Budget" section as complete by selecting "Mark as Complete"
- You may also hit "Save" and then click "Go to Application Forms" if you are not ready to mark that section as complete
- You should now see that all three sections are marked as complete
- To view your entire application, select "Application Details"
- To submit your application, select "Submit"

RFGA COMPONENTS APPENDIX & ATTACHMENTS

RFGA Published

https://jobs.utah.gov/department/rfg/index.html



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CSBG Discretionary FY23 RFGA

Announcement

Eligibility Requirements

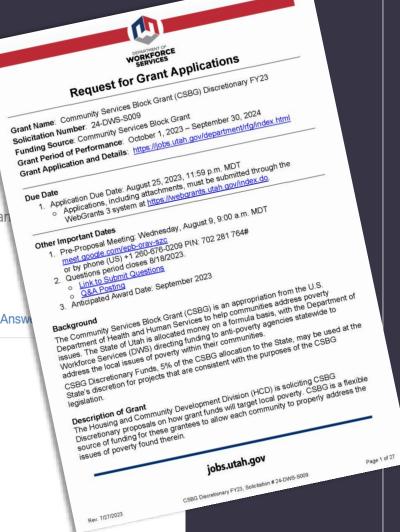
Application

Job Seekers

Addendum Questions & Answ

Application

- CSBG Discretionary FY23 RFGA
- Appendix I FFATA Certification by the Subrecipient
- Applications must be submitted through the WebGrants 3 system at https://webgrants.utah.gov/index/do
- Attachment C Budget Instructions



Application Process Application Checklist

As you prepare to submit your application, review the Pre-Application Checklist to ensure a complete application

SUBMISSION CHECKLISTS

Pre-Application Checklist					
Ensure applicant has current Charitable Solicitations Permit, if not exempt					
Register as an entity with the Office of the Lt. Governor, if not registered					
Ensure the applicant has an account to submit application in WebGrants 3					

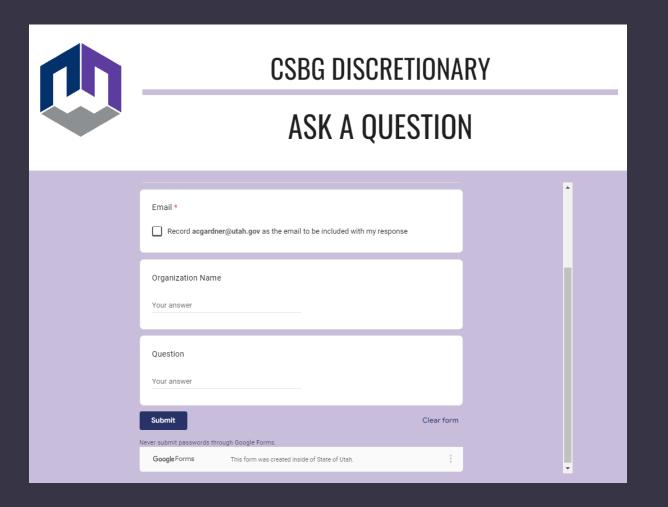
Application Checklist					
	Complete All Sections of the CSBG Discretionary FY23 Funding Opportunity				
	Current Charitable Solicitation Permit, if not exempt				
	Proof of 501(c)(3) status, if applicable				
	List of Board of Directors				
	Proof of Liability Insurance – not required for government entities				
	Proof of registration as an entity with the Office of the Lt. Governor				
	ROMA Certification, if applicable				
	Indirect Cost Rate Letter or Cost Allocation Plan – if applicable				
	Appendix I: FFATA Certification by the Subrecipient – not required for State Agencies and Component Units of the State				

Question and Answer Period

• Questions are due:

August 18, 2023, 5:00 PM MDT

- Link to submit questions:
 <u>Ask A Question</u>
 (included in RFGA Notice)
- Questions will be answered on the <u>Public Q&A Page</u>



Appendix

Appendix I: FFATA Certification by the Subrecipient

Attachments

- ▶ Attachment A: DWS Grant Terms and Conditions
- ► Attachment B: Scope of Work
- ► Attachment C: Budget Instructions
- ▶ Attachment D: Example Grant Application
- ► Attachment E: Evaluation Score Sheet

Appendix I FFATA Certification by the Subrecipient

DWS-ADM 515B 04/2021

Organization Name:

State of Utah
Department of Workforce Services

Appendix I: FFATA CERTIFICATION BY THE SUBRECIPIENT (Not

required for State Agencies and Component Units)

organization Name:	
Federal Funding Accountability and Transparency Act of 2006 requires that you report the names ar	ıd total
compensation of your entity's five most highly compensated executives, if the following requirements	are met. I
your business or organization's preceding completed fiscal year, did your business or organization (t	he legal
entity to which this specific SAM record, represented by a DUNS number, belongs) receive:	_
(1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loa	ns,
grants, subgrants, or cooperative agreements; and	

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans,

NO: Skip to Attestation below

YES: Continue, complete Executive Compensation and Attestation below

grants, subgrants, or cooperative agreements?

Executive Compensation

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

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

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the organization information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Executive Officer	D . 1	
or Designee, Signature:	Date:	
Name and Title:		

Equal Opportunity Employer/Program

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

REVIEW PROCESS & TIMELINE

Review & Timeline

- Applications due in WebGrants 3:
 - FRIDAY 8/25/23 —11:59 pm
- Questions period closes FRIDAY 8/18/23

Applications scored by DWS staff panel

- Scored on:
 - Completeness and accuracy of application
 - Application narrative question responses
 - Assessment of prior year performance
- Anticipated Award: September
 - Timely return of documents facilitates contracting
 - Accurate contact information for e-signature
- Contract period—10/1/23-9/30/24

Application Review Evaluation and Award

- Applications will be evaluated on a competitive basis using Attachment E –
 Evaluation Score Sheet
- Applications may score a maximum of 140 points, with an additional 40
 points possible for returning grantees based on prior year grant
 performance. Applications scoring below 50% of possible points may not
 be considered
- DWS-HCD may grant partial awards
- Awards will be made to applicants who are determined to best meet the objectives of the DWS-HCD

Application Overview GRAMA

Grant applications will be open to public review after grant is awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless the applicant requests in writing that trade secrets/proprietary data must be protected. A GRAMA Claim of Business Confidentiality must be submitted prior to the application deadline.

Attachment E EVALUATION SCORE SHEET FY23 CSBG Discretionary

	Score will be assigned as follows:	
Applicant:	0 = Failure, no response	
	1 = Poor, inadequate	
Evaluator:	2 = Fair, not fully responsible to questions	
	3 = Average, meets minimum expectation for response	
Date:	4 = Above Average, good response	
	5 = Superior	

	Quality Control Check (Admin)	Evaluator Score	Points Possible	Evaluate (Pass/Fail)
Admin	DWS Good Standing Review: If this is a returning applicant, are there unresolve compliance issues for the applicant?	ed or ongoing f	indings or non-	
Ë	Quality Control Check for Application: completeness, accuracy, review of		50 = No Issues	
Adn	Applicant Information Section, Organization Information Section, location and staffing, and attachments.		25 = Minor Issues 0 = Major Issues	

	Proposal Information		Criteria Weight	% of Criteria	Points Possible	Points Earned
1	Describe your agency's experience with the community action network. Include in your description your experience with tripartite board structure, functions, and requirements; experience with community needs assessments; and experience with CSBG annual reporting. Also include in your response your		2	11.1%	10	0.0
	agency's experience with working with each of Utah's nine community action agencies.					
2	Describe your agency's experience hosting poverty conferences or other events that bring together stakeholders in community action in Utah and a description of outreach to encourage participation. How would these funds be used to support a poverty conference hosted by your agency.		2	11.1%	10	0.0
3	Describe your agency's experience with providing advocacy on the local, state, and national levels for issues related to community action. If awarded this funding, what actions would your agency take to improve advocacy for Utah's community action network? How would these funds be used by your agency to support these advocacy efforts?		2	11.1%	10	0.0

_						
4	How will your agency use the CSBG discretionary funds to support the teaching and technical assistance (T/TA) needs of the community action agencies? Include in your response support that will be provided for compliance with the organizational standards, annual reporting, data requirements, and ROMA. Also include description of how your agency will measure effectiveness of the T/TA provided.		2	11.1%	10	0.0
5	Describe any other community action network capacity-building activity your agency would like to use these funds to support.		2	11.1%	10	0.0
ϵ	Describe the specific and measurable outcomes your agency expects to achieve in each of the following areas: T/TA, advocacy, poverty conference, and any other capacity-building activity identified above.		2	11.1%	10	0.0
Г	Budget	Evaluator	Criteria	% of	Points	Points
	Budget	Score (0-5)	Weight	Criteria	Possible	Earned
	Budget filled out completely and correctly.		2	11.1%	10	0.0
	Budget makes sense for the project.		2	11.1%	10	0.0
Г	Budget Narrative	Evaluator	Criteria	% of	Points	Points
L	Budget Narrative	Score (0-5)	Weight	Criteria	Possible	Earned
	Description includes appropriate level of detail (# of FTEs, each budget line described, etc)		2	11.1%	10	0.0
				100.0%	90.0	0.0

Required Point Threshold	Min Points	Points	Percent	Evaluation
nequired Follit Tillesiloid	Required	Earned	Earned	Evaluation
	70.0	0.0	0.0%	

Prior Year Performance

	Prior Year Grant Performance Management	Evaluator Score	Points Possible	Evaluate (Pass/Fail)
	Timeliness & Quality of Claims		10	
<u>≒</u> [Drawdown of Funds		10	
₽	Accuracy, Timeliness, and Responsiveness in Reporting		10	
	Overall Grant Management		10	

Total Evaluation Points	Percent of Total	Points Possible	Points Earned	Evaluate (Pass/Fail)
Quality Control Check Evaluation Points	0.0%	50	0.0	
Total Proposal Evaluation Points	0.0%	90.0	0.0	
Total Prior Year Grant Performance Evaluation Points	0.0%	40.0	0.0	
Total Evaluation Points	0%	180.0	0.0	



Terms and Conditions 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.

- 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.

Terms and Conditions

4. Related Parties



Department of Workforce Services
RELATED PARTIES APPROVAL REQUEST

A grantee shall not make payments using grant funds to related parties of any person working in an organization with the authority to establish policies and make decisions on behalf of the organization, without written approval of DWS. A person of authority may include an owner, director, board member, partner, officer, manager, supervisor or site coordinator.

A related party, as defined by U.C.A., Section 52-3-1(1)(d) includes individuals related by blood or marriage to the person with authority to make decisions. This includes father, mother, husband, wife son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, step relatives and grandchildren.

If any grantee desires to make a payment to a related party of a person of authority within the organization, whether it is regular employment or contracted services work, the information below must be disclosed to DWS in writing. A separate form is required for each potential related party. For example, if a related party is related to multiple persons in authority, a separate form must be completed for each relationship.

Approval must be granted by DWS before any payments are made.

Name:	Title:
Name and title of related party receiving payment:	
Name:	Title:
Relationship between the individuals identified abo	ove:
relationship between the marriadals radiianed abe	
Describe the nature of the work to be performed (2	275 characters or less):
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Describe the nature of the work to be performed (2 How much will the related party be paid?	regular employee?

Terms and Conditions 4. Related Parties (continued)

- 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;

Terms and Conditions 4. Related Parties (continued)

- 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.

14. Grantee Assignment and Subgrantees/ Subcontractors

- a. <u>Assignment</u>: 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. <u>Duties of Subgrantee/Subcontractor</u>: 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. <u>Provisions Required in Subcontracts</u>: 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).

Terms and Conditions 16. 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.

Terms and Conditions 16. Monitoring, continued

- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

Terms and Conditions 18. 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.

18. Agreement Termination (Continued Part 1)

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.

18. Agreement Termination (Continued Part 2)

- 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.

Terms and Conditions 26. Laws and Regulations

The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

30. 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.

30. Compliance with Generally Applicable State and Federal Laws (continued 1)

- c. By accepting this Grant, the GRANTEE assures that is 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.

30. Compliance with Generally Applicable State and Federal Laws (continued 2)

- 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.

34. 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.

Terms and Conditions 36. 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. Such access will be during normal business hours, or by appointment.

Terms and Conditions 38. 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.

Terms and Conditions

32. Required Insurance (continued)

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Terms and Conditions 38. Required Insurance, continued

- d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
- e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.

Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.

Terms and Conditions 40. Billing 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.

Terms and Conditions 41. 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.

Terms and Conditions 43. Unused Funds

Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.

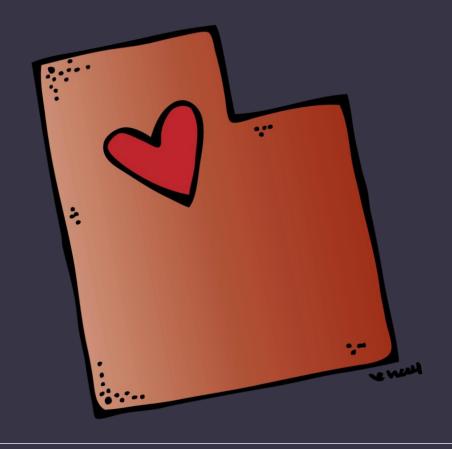
CONTACT

CSBG Program Manager: Karen Quackenbush kquackenbush@utah.gov 801-526-9922

Contract Analyst: April Gardner <u>acgardner@utah.gov</u> 801-526-9345

For issues using the WebGrants system webgrantshelp@utah.gov
Cc Karen Quackenbush kquackenbush@utah.gov





QUESTIONS?