

Department of Workforce Services

## Request for Grant Applications (RFGA)

# Child Care Quality System (CCQS) Observation and Coaching Services

Solicitation # 22-DWS-S003

**APPLICATION DUE: Monday, June 14, 2021, 5:00 p.m. MDT**  
Department of Workforce Services (DWS)  
Office of Child Care (OCC)



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## INTRODUCTION AND PURPOSE

### INTRODUCTION

Research suggests children participating in high quality early childhood settings are more likely to be ready for kindergarten. The positive effects of quality early learning experiences can extend into adulthood. In 2014, the reauthorized Child Care and Development Block Grant Act added more emphasis on quality child care for working families and their children, and investment in high quality child care programs. The Department of Workforce Services (DWS), Office of Child Care (OCC), developed Utah's Child Care Quality System (CCQS) to address this need. CCQS helps support Utah families making informed decisions about child care providers to best serve their child's needs while creating a safe, nurturing, and developmentally appropriate experience.

CCQS improves the quality of care for infants, toddlers, preschool- and school-aged children. The system also verifies federal funding is allocated to programs supporting positive development for children. OCC partners with local agencies providing observations and coaching services to ensure that the CCQS and other quality improvement initiatives are implemented to fidelity throughout the state.

Guided by OCC, the Early Childhood (EC) specialist team plays a key role in evaluating and measuring the emotional, academic, and social environment of children in programs that have chosen to apply for a certified CCQS quality rating. Using the Environment Rating Scales (ERS) the EC specialist team will conduct observations throughout the state. Additionally, this team provides professional development, coaching, and technical assistance to child care providers.

### PURPOSE

DWS is seeking a qualified partnering agency or organization to provide reliable ERS observations, coaching, and technical assistance to child care providers participating in the CCQS.

### PROGRAM SERVICES

This RFGA is designed to provide interested respondents with ERS and coaching expertise with sufficient information to submit proposals meeting the minimum requirements. This request is not intended to limit a proposal's content or exclude any relevant or essential data. Respondents are at liberty and are encouraged to expand upon agency background and skill set. For an in-depth explanation of grant responsibilities and expected outcomes, see *Attachment B, Scope of Work*.

Organizations applying for this funding must be able to provide services as follows:

1. **Child Care Quality System (CCQS) ERS Observations** – Conduct ERS evaluations and provide technical assistance to programs as related to the CCQS, utilizing the policies and procedures created by OCC. Responsibilities including, but not limited to: creating and maintaining an ERS reliable team; conducting ERS observations; and providing observation feedback to programs.
2. **Child Care Quality System (CCQS) Coaching** – Provide quality improvement services to child care programs including providing high quality coaching and technical assistance as guided by OCC.
3. **Professional Development** – Provide services supporting professional development of the early care and education professionals through Utah's Career Ladder System, including the following: regularly offering approved ERS Best Practices courses, LearnERS modules or other materials as approved by OCC; regularly offering a variety of Career Ladder approved courses; coordinating and supervising Career Ladder approved instructors.

## STAFFING EXPECTATIONS

Minimum staffing expectations under this grant include:

1. **Director** – Full time, 40 hours a week with no additional job responsibilities.
2. **Early Childhood Specialists** – One full time regional anchor, and three full time EC specialists. The EC specialists are required to have a minimum of a Bachelor’s Degree in Early Childhood or an early childhood related field.
3. **Professional Development** – Staff support for ensuring that PD procedures and expectations are met as related to providing Environment Rating Scale professional development and coaching.

## GRANT INFORMATION

### MINIMUM REQUIREMENTS

In order to be considered eligible for this grant, an organization shall meet the following requirements:

1. Registered non-profit agency or a government entity
2. Physical presence in the Wasatch Front
3. Able to provide statewide support services

### OTHER INFORMATION/REQUIREMENTS

1. Organizations and/or programs that have a religious affiliation will be required to provide assurance that grant funds will not be used for religious instruction.
2. Organizations previously receiving funding from DWS must be in good standing to be considered for the CCQS Observation and Coaching Services Grant.

### EXPECTED MEASUREMENTS AND OUTCOMES

1. Programs must track data to demonstrate outcomes of funded services.
2. Additional outcomes, goals and baseline data may be added to the Grant, based on applications and negotiated services.
3. Quarterly Reports are required with data and outputs in all areas of the Scope of Work, including observations, coaching, and professional development.
4. Child Care Quality System (CCQS) Support: Track and report all technical assistance provided to programs and professionals regarding participation in the CCQS. Support EC specialists in obtaining and maintaining reliability on OCC approved tools, sustain consistent attendance at monthly meetings, and implement coaching to support CCQS initiatives and CCQS participants.

### BUDGET

1. The total indirect expenses and direct administrative expenses must not exceed 10% of the direct program total. See Attachment I for instructions in completing the Budget Narrative.
2. Indirect Costs cannot exceed your Federally Approved Indirect Cost Rate or 10% if you do not have a Federally Approved Indirect Cost Rate.
  - a. If claiming a Federally Approved Indirect Cost Rate, programs must provide a copy of their Federally Approved Indirect Cost Rate agreement or a cost allocation plan.

## FUNDING

1. The grant is funded by the Federal Child Care and Development Fund (CCDF) Block Grant.
2. Funding is on a year-to-year basis as federal funds are available.
3. Funding will be distributed on a cost reimbursement basis.
  - a. Requests for reimbursement must be submitted monthly.
  - b. Reimbursement may be held by DWS until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes.
5. The amount of the grant will be awarded based on the program application, evaluation criteria and funding availability.
6. All unused funds at the end of each grant year shall be returned to DWS.
7. Allowable or unallowable costs, see *Attachment I, Budget Instructions*.

## PERIOD OF PERFORMANCE

1. Grant effective date is July 1, 2021. Grant period ends June 30, 2026.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

## EVALUATION AND AWARD

1. Grant applications will be evaluated on a competitive basis.
2. Organizations may only submit one application.
3. Applicants must be available for questions or clarification during the grant review period.
4. Applications are scored up to a maximum of 137.5 points. Applications scoring below 70.5 points may not be considered.
5. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
6. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
7. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. A "Claim of Business Confidentiality" must accompany the grant application.

## CONFIDENTIALITY AND DISCLOSURE

1. Grantee agrees not to use or disclose information other than as permitted by OCC or required by law. Agency acknowledges that Utah Code §35A-4-312(7) imposes privacy and confidentiality requirements on information. Penalties, including criminal penalties under §76-8-1301(4) Utah Code annotated, may be imposed for misuse or improper disclosure of such information.
2. Each user must agree to the terms of and sign *Attachment G, DWS 3<sup>rd</sup> Party Access Form*.
3. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Agency and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Agency employees and volunteers must sign *Attachment D, Non-Disclosure Agreement*.
4. Agency shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed.
5. 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.

6. At the request of DWS, the Agency shall identify all Agency personnel, by position, authorized to request and receive information.
7. Agency shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure.

## INFORMATION/DATA SHARING SECURITY REQUIREMENTS

Programs will be required to meet the information and data sharing security requirements (See *Attachment C*).

## QUESTIONS

Questions requesting clarification or interpretation of any section of this RFGA must be submitted in writing on or before Thursday, June 10, 2021, 5:00 p.m. MDT. All questions will be made public. All questions and written responses will be posted by Friday, June 11, 2021, 5:00 p.m. MDT, for all prospective applicants to view at:

[https://docs.google.com/document/d/e/2PACX-1vT6rqXljE6QQNVyelEbm4bThL1PvKzYkTKfMP3GR\\_HUcOMOIW3GlnaaDNhC9XzR1QMQ5d4ZIWUScZZz/pub](https://docs.google.com/document/d/e/2PACX-1vT6rqXljE6QQNVyelEbm4bThL1PvKzYkTKfMP3GR_HUcOMOIW3GlnaaDNhC9XzR1QMQ5d4ZIWUScZZz/pub)

Direct questions to the following:

- Program Specialist: Kim Melville, [kmelville@utah.gov](mailto:kmelville@utah.gov), 385-235-1366
- Contract Analyst: April Gardner, [acgardner@utah.gov](mailto:acgardner@utah.gov), 801-526-9345

## ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than Friday, June 11, 2021, 5:00 p.m. MDT.

## APPLICATION PROCESS

### TIMELINE

- **Tuesday, June 8, 2021, 2:00 p.m. MDT:** Pre-Proposal Meeting
- **Thursday, June 10, 2021, 5:00 p.m. MDT:** Question Due Date
- **Monday, June 14, 2021, 5:00 p.m. MDT:** Application Submission Deadline
- **June 2021:** Anticipated Grant Award Date
- **July 1, 2021:** Award Effective Date

### PRE-PROPOSAL MEETING

Live Virtual Meeting conducted via Google Meet, and can be joined from your computer, tablet, or smartphone.

**Tuesday, June 8, 2021, 2:00 p.m. MDT**

**Pre-Proposal Webinar Meeting link:** [meet.google.com/uzs-ytvv-cbo](https://meet.google.com/uzs-ytvv-cbo)

**Please have a copy of the RFGA available for reference**

Attendance at the Pre-Proposal meeting is not required to apply for this grant, but it is an opportunity for potential applicants to review the RFGA and ask questions. Many applicants find these meetings helpful in preparing their grant application.

Questions asked at the pre-proposal meeting, with their answers will be [posted online here](#). After the meeting, a recording of the presentation will be posted and available.

## REQUIRED SUBMISSIONS

1. Grant Application Cover Sheet & Program Information webform [available here](#).
2. Submitted as attachments to the online application form:
  - a. Appendix I – Grant Application Narrative
  - b. Appendix II – Budget Detail Form
  - c. Appendix III – FFATA Certification, for non-government entities
  - d. ECERS-3, ITERS-3, and FCCERS-3 Supporting Documentation
  - e. Practice-Based Coaching Supporting Documentation
  - f. Letters of Support documenting previous collaborative relationships
  - g. Current Non-Profit Registration Letter with the application, if applicable
  - h. Business License, if applicable

## HOW TO APPLY

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 use the application and forms found at <https://jobs.utah.gov/department/rfg/index.html> to submit an application.
3. Applicant must bear the cost of preparing and submitting the application.
4. Application must be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness. Application forms must be typed. The forms are created as save-able documents. Attached forms and documentation must be attached to the webform available at <https://jobs.utah.gov/department/rfg/index.html>.
5. Failure to comply with any part of the RFGA may result in disqualification of the application.
6. Grant applications must be received no later than 5:00 p.m. MDT, Monday, June 14, 2021. Application may not be faxed or emailed. Late applications will not be accepted. No exceptions. Applications received after 5:00 p.m. MDT will not be accepted.
7. Do NOT include additional information that is not specifically required as part of the application packet. This additional information may include personalized cover sheets, table of contents, pamphlets, organizational public relations information, or addenda. All additional information will be discarded prior to scoring.
8. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.

## PRE-AWARD REQUIREMENTS

1. Insurance
2. Pre-Award Risk Assessment

## QUESTIONS

Program Specialist: Kim Melville, [kmelville@utah.gov](mailto:kmelville@utah.gov), 385-235-1366  
 Contract Analyst: April Gardner, [acgardner@utah.gov](mailto:acgardner@utah.gov), 801-526-9345

**Department of Workforce Services, Office of Child Care  
CCQS Observation and Coaching Services**

Solicitation # 22-DWS-S003

**Grant Application Cover Sheet & Program Information**

**Organization Legal Name:** \_\_\_\_\_

**Federal Tax ID #:** \_\_\_\_\_ **DUNS #:** \_\_\_\_\_

**Doing business as:**  Non-Profit Organization (current non-profit letter)  Government Agency

**Total Grant Funds Requested in this application (all years combined):** \$ \_\_\_\_\_

**EXECUTIVE DIRECTOR OR EQUIVALENT** (person authorized to sign grant application and/or an awarded contract)

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**GRANT CONTACT INFORMATION** (Primary grant contact person if different from above)

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**FINANCIAL ADMINISTRATOR**

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**PROGRAM INFORMATION**

**SECTION A: PROGRAM ELIGIBILITY**

**Is the organization based along the Wasatch Front?**  Yes  No

**Can the organization provide statewide support services?**  Yes  No



**SECTION B: ATTACHMENTS**

\_\_\_\_\_ Appendix I, Grant Application Narrative

\_\_\_\_\_ Appendix II, Budget Detail Form

\_\_\_\_\_ Appendix III, FFATA Certification, for non-government entities

\_\_\_\_\_ ECERS-3, ITERS-3, and FCCERS-3 Supporting Documentation  
*Provide documentation of the organization's ERS experience and reliability.*

\_\_\_\_\_ Practice-Based Coaching Supporting Documentation  
*Provide documentation of practice-based coaching.*

\_\_\_\_\_ Letters of Support  
*Provide letters of support as supporting documentation of previous collaborative relationships.*

\_\_\_\_\_ Non-Profit Registration Letter, if applicable

\_\_\_\_\_ Business License, if applicable

**SECTION C: SUBMISSION**

*By submitting an application to this RFGA, I acknowledge and agree that the requirements, Performance Requirements, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any concerns or exceptions to the content of this RFGA must be addressed within the Q&A period. I further acknowledge that I have read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.*

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

**APPENDIX I**  
**Department of Workforce Services, Office of Child Care**  
**CCQS Observation and Coaching Services**  
Solicitation # 22-DWS-S003  
**Grant Application Narrative**

**Organization Name:**

**Directions:** Narratives **must** be in the default size, font, spacing and space provided. Additional narrative attachments are not allowed.

**1. PROGRAM DESCRIPTION**

Describe how your organizations work aligns with the goals of the Office of Child Care. Provide an overview of your understanding and experience with OCC's Child Care Quality System.

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

**2. STAFF OVERVIEW**

Provide an overview of staff credentials and experience for staff members proposed under this grant.

**3. GRANT GOALS AND OUTCOMES**

List three specific, measurable, achievable, relevant and timely (SMART) performance goals proposed for this grant aligned to the intent of the Child Care Quality System. Proposed goals will be used as part of performance measurements under any resulting contract, along with the expectations outlined in the Scope of Work.

*\*Specific outcomes may be included in the final grant agreement Scope of Work*

**Example Organization Proposal Goal**

Ensure that all required ERS reliability testing is completed and maintained throughout the grant year as outlined in the CCQS policies and procedures. All documentation regarding ERS reliability will be reviewed monthly, and an action plan will be created with the program director, regional anchor, and EC specialist if scores fall below 85% reliability expectation.

**Example Expected Outcome**

A reliable ERS observation team will be readily available for CCQS observations by October 1, 2021.

<u>Observational Goal #1</u>	
<u>Professional Development Goal #2</u>	
<u>Coaching Goal #3</u>	

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

**4. ENVIRONMENT RATING SCALES (ERS)**

Demonstrate your understanding and use of the Environment Rating Scales (ERS), including the Environment Childhood Environment Rating Scales, Third Edition (ECERS-3), Infant/Toddler Environment Rating Scale, Third Edition, (ITERS-3), and the Family Child Care Environment Rating Scales, Third Edition (FCCERS-3). Provide a description of any training your organization has received or provided regarding these tools.

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

**5. ENVIRONMENT RATING SCALES (ERS) EXPERIENCE AND RELIABILITY**

Demonstrate your organizations understanding of the inter-rater reliability process and any testing experience. Provide an explanation of experience attaining anchor reliability (90% average of the three most recent reliability scores) and observer reliability of (85% average of the three most recent reliability scores) with the Environment Rating Scales Institute (ERSI) or reliable CCQS state or regional anchors on the tools.

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

**6. EXPERIENCE USING THE BRANAGH ERS / LEARNERS SYSTEMS**

Provide an explanation of experience with or training your staff has received regarding the Branagh Environment Rating System (ERS) data system and the LearnERS CQI coaching framework.

**7. ERS EXPERTISE**

Describe the background in providing professional development to child care providers. Demonstrate an understanding of adult learning styles and instructional techniques. Provide any experience your organization has regarding teaching child care providers related to the ERS observation tools.

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

**8. PROFESSIONAL DEVELOPMENT DATA SYSTEMS**

Provide an overview your understanding and experience with the Career Ladder system, the Utah Registry for Professional Development (URPD), and Care About Childcare.

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



**9. PRACTICE-BASED COACHING EXPERIENCE**

Describe organizations experience providing technical assistance and coaching to the child care community. Demonstrate any professional development your staff has attended or completed regarding the Practice Based Coaching (PBC) model.

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

**10. PREVIOUS COLLABORATIVE RELATIONSHIPS**

Describe any previous collaborative relationships with key stakeholders in CCQS (e.g. CAC agencies, UAN) Child Care Quality System.

**11. CAPACITY FOR GROWTH**

Describe the organization's ability to expand capacity for additional staff if community need arises.

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

**12. RECRUITMENT PROCESS**

Describe the recruitment, onboarding and training process and ongoing professional development to maintain up to date knowledge and skill level that allows them to support the community.

**13. BUDGET NARRATIVE**

Provide context for proposed expenses and describe the details of how calculations were made for each category of costs on attached budget forms.

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

Appendix II Department of Workforce Services Budget Detail Form							
Organization Name:							
Contract Dates:		July 1, 2021 - June 30, 2026					
Category I Indirect Expenses	NICRA Rate and Base(s) OR - De Minimis	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Grant Funds Requested Year 4	Grant Funds Requested Year 5	Total Budget Request
Indirect Costs (NICRA/De Minimis)							\$0.00
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Grant Funds Requested Year 4	Grant Funds Requested Year 5	Total Budget Request
Salaries							\$0.00
Fringe Benefits							\$0.00
Communications							\$0.00
Equipment							\$0.00
Insurance							\$0.00
Material & Supplies							\$0.00
Professional Development & Training							\$0.00
Professional Fees & Contract Services							\$0.00
Space Costs							\$0.00
Travel & Transportation							\$0.00
Utilities							\$0.00
<b>Total Category I Indirect Expenses and Category II Direct Administrative Expenses</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses</i>							
Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Grant Funds Requested Year 4	Grant Funds Requested Year 5	Total Budget Request
<b>Salaries</b>							
Director							\$0.00
EC Specialists							\$0.00
Regional Anchor(s)							\$0.00
Support Staff							\$0.00
Other							\$0.00
<b>Fringe Benefits</b>							
Director							\$0.00
EC Specialists							\$0.00
Regional Anchor(s)							\$0.00
Support Staff							\$0.00
Other							\$0.00
Staff Travel & Transportation							\$0.00
Communications							\$0.00
Furniture and Equipment							\$0.00
Materials & Supplies							\$0.00
<b>Professional Development &amp; Training</b>							
Conferences/Workshops							\$0.00
Other							\$0.00
Insurance							\$0.00
Professional Fees & Contract Services							\$0.00
Space Costs							\$0.00
Client Services							\$0.00
Utilities							\$0.00
Subawards							\$0.00
<b>Total Category III Program Expenses</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenses Category I, II and III</b>							
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>

State of Utah  
Department of Workforce Services  
**Appendix III: 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 and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the 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, loans, grants, subgrants, or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements?

- NO: Skip to Attestation below
- YES: Continue, complete Executive Compensation and Attestation below

**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)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 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.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**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  
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.

**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; 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 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, 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. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the CONTRACTOR, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and CONTRACTOR agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
  18. **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.
  19. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, 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.
  20. **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.
  21. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
  22. **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 but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.
  23. **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 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.

24. **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.
25. **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.
26. **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.
27. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
  28. **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.
  29. **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.
  30. **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 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.
  31. **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.
  32. **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.
  33. **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.
34. **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](http://auditor.utah.gov).
  35. **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.
  36. **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 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.
  37. **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.
  38. **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.
  39. **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.
  40. **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.

**41. 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 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**

<b>GRANTEE</b>	<b>Federal Cost Principles</b>
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
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.

**42. 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.

43. **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.
44. **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.
45. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
46. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
47. **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.
48. **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.
49. **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.
50. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
51. **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.
52. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

**ATTACHMENT B**  
**Scope of Work**  
**Child Care Quality System**  
**Observation and Coaching Services**

**I. Purpose**

The Department of Workforce Services (DWS or Department), through the Office of Child Care (OCC) has implemented the Child Care Quality System (CCQS) to improve the quality of care provided to infants, toddlers, preschool, and school age children. CCQS verifies federal funds are allocated to programs supporting positive development for children.

The Grantee will provide reliable Environmental Rating Scale (ERS) observations, high quality coaching, professional development, and technical assistance to current child care providers with a certified quality rating, as well as those preparing to apply for the CCQS. Grantee must employ staff that can act as Early Childhood (EC) specialists to conduct ERS observations and provide coaching and technical assistance throughout the state of Utah. The EC specialists play an important role in implementing and maintaining critical pieces of the CCQS program.

**II. GRANTEE RESPONSIBILITIES**

The Grantee is responsible for meeting the requirements contained in this Scope of Work. These requirements include all responsibilities and expectations with the operations and management of this contract. The Department reimburses the Grantee only for activities directly related to this SOW, unless prior written approval is obtained from DWS for activities not provided for in this SOW. The following establishes the responsibilities of all activities required:

**1. Administrative Duties:**

The Grantee shall:

- a. Offer observations, professional development and coaching in accordance with the [current policies](#) and procedures of the CCQS.
- b. Ensure that it is meeting the following administrative responsibilities associated with the operations and management of the EC specialist team within their agency.
- c. Hire and employ adequate staff to accomplish all activities contained in this agreement.
  - i. Ensure OCC has a current organizational chart that identifies each staff member, basic job duties, hours devoted to primary duties and contact information.
  - ii. Inform DWS of all staff changes, including hiring of new employees and the termination of employees.
  - iii. Provide DWS, OCC the option to participate in the hiring process of all employees.
  - iv. Involve DWS, OCC in the process of hiring a new Program Director, or equivalent position, including participating on the interview panel.

- v. Ensure employees meet the minimum qualifications of a Bachelor's Degree in early childhood education or early childhood related field.
  - vi. Support the EC specialists and Regional anchor in the process of achieving and maintaining reliability with the DWS, OCC program specialist on the required Environment Rating System evaluations (ERS Evaluations). Reliability is based on the average of the last three consecutive observations and is defined as being within one point of the correct score eighty five percent (85%) of the time for observers, and ninety percent (90%) of the time for anchors.
  - vii. Employees must demonstrate ongoing reliability with the DWS, OCC program specialist according to OCC policy and procedure.
- d. Provide adequate office space, equipment, supplies and technology necessary to meet the requirements of this agreement.
  - e. Maintain employment of a full-time, permanent director.
  - f. Submit all reports and documents, as required by the Office of Child Care, which may include the following:
    - i. Quarterly Reports
    - ii. Performance Measures
    - iii. Data
    - iv. Receipts for expenses invoiced
2. Staff Management and Supervision
- a. Ensure employees are complying and following all established Office of Child Care policies and procedures related to the following:
    - i. Utah's Registry of Professional Development (URPD)
    - ii. Utah's Child Care Quality System
    - iii. Utah's Career Ladder System
    - iv. Maintaining observer reliability on all OCC-approved observation tools
  - b. Ensure employees are attending and participating in all OCC-required meetings, trainings and webinars, which may include the following meetings:
    - i. Monthly Directors Meeting, as required by OCC
    - ii. Monthly Quality Improvement Specialists Meeting
    - iii. Monthly Regional Anchor Meeting
    - iv. Quarterly Professional Development Meeting
  - c. Ensure all employees are utilizing all applicable OCC-developed and approved materials in the following areas:
    - i. URPD
    - ii. Utah's CCQS
    - iii. Utah's Career Ladder System
  - d. Ensure all employees document all interactions with programs and professionals through the Action Log system within [careaboutchildcare.utah.gov](https://careaboutchildcare.utah.gov), in accordance with OCC procedures.
3. Quality Control and Performance Measures



- a. On a quarterly basis, report the following performance measures:
  - i. Results from ongoing inter-rater reliability testing with Environment Rating Scales Institute (ERSI), state or regional anchors.
  - ii. Observations conducted by a reliable observer and properly recorded in the Branagh record management system.
  - iii. Number of providers that received professional development related to the ERS observation tools.
  - iv. Number and percent of programs receiving coaching that increase points awarded at recertification.
- 4. Coordination with OCC
  - a. At least annually, schedule an onsite visit with the OCC contract monitor. A virtual visit may be conducted when an in-person meeting is not possible as determined by OCC.
  - b. Submit for review and approval of OCC, all publications produced with funds from this agreement:
    - i. Provide at least seven days for OCC to review publications; and
    - ii. Ensure all publications produced with funds from this agreement includes a written acknowledgement that states the following: *This document is produced with funding from the Department of Workforce Services, Office of Child Care through the Child Care and Development Block Grant.*

### III. Budget

#### 1. Invoicing

Grantee shall:

- a. Adhere to the DWS approved budget set forth in Appendix II – Budget Detail Form.
- b. Annually submit an annual budget that may include administrative costs.
- c. Submission of invoices including:
  - i. Monthly invoices within 30 days after the end of each month using the invoice forms provided by DWS.
  - ii. A detailed expense report must be included with all invoices.
- d. Expense reimbursement is dependent upon timely submission of any deliverables and grant compliance.
- e. Processing time for payments are determined by accuracy of invoices and approval by the DWS Finance Division.
- f. The final invoice for each fiscal year shall be received by DWS no later than July 9th.

#### 2. Allowable Costs

Grantee may only use funds for costs specified in this Agreement. In addition, the following rules apply:

- a. Grantee shall bill no more than 10 percent of total direct costs as indirect costs.

- b. Grantee shall not use grant funds to purchase food or gifts for social events, such as staff parties or other social functions.
- c. All travel must be directly related to the performance of a specific duty listed in this SOW and the assigned duties of the employee requesting the travel.
  - i. Allowable in-state travel expenses are limited to mileage, lodging and meals. DWS will reimburse allowable travel expenses at applicable state rates.
  - ii. Out-of-state travel must be pre-approved in writing by DWS and must be directly related to one or more of the duties of the employee requesting the travel.

#### IV. Professional Development

Grantee shall:

1. Follow all current OCC professional development (PD) policies and procedures.
  - a. Grantee shall ensure that all EC specialists, coaches, and observers are approved as Career Ladder Specialty Instructors prior to training and coaching.
  - b. Grantee shall implement OCC PD programs with fidelity.
  - c. Grantee shall refer to the most recent version of policy found at [jobs.utah.gov/occ](http://jobs.utah.gov/occ) and the most recent procedures found on [Box.com](http://Box.com).
2. Offer a variety of ERS Best Practices Series courses to the general public and providers participating in OCC coaching initiatives.
  - a. On a quarterly basis, Grantees shall offer:
    - i. A minimum of ten Career Ladder approved ERS Best Practice Series Courses or equivalent LearnERS courses, as requested by OCC.
  - b. Grantee shall not offer trainings or courses that are not Career Ladder approved.
  - c. Grantee shall coordinate scheduling and facilitation of Career Ladder classes as follows:
    - i. Post all courses on the Course Calendar on [careaboutchildcare.utah.gov](http://careaboutchildcare.utah.gov) or [jobs.utah.gov/occ](http://jobs.utah.gov/occ).
      - a. Course fees must adhere to the OCC fee schedule.
      - b. Courses must be posted no later than 30 days prior to the start of the quarter in which the courses are taught.
      - c. Grantee's director must approve any changes to class details after posting date with guidance from OCC.
    - ii. Ensure instructors have materials needed to facilitate class.
    - iii. Prepare curriculum materials and ensure materials are accessible to instructors.
    - iv. Ensure instructors have access to curriculum materials electronically. Within one business week, contact the OCC PD Specialist when an instructor is no longer employed in order to have electronic access removed.

- v. Ensure curriculum alert and curriculum recommendation forms are available to instructors. Train instructors on how to use forms to document and submit feedback about a curriculum.
  - d. Distribute and enforce the Participant Code of Conduct:
    - i. Work collaboratively with OCC to ensure that all Grantee training staff and participants attending training classes are educated about the expectations outlined in the Code of Conduct and held to the standards therein.
    - ii. Follow OCC procedures for addressing violations of the Code of Conduct.
  - e. Follow procedures for low registration for courses:
    - i. Grantee shall have its course cancellation and rescheduling policy approved by OCC. Grantee shall post its course cancellation and rescheduling policy publicly on its website and shall take appropriate steps to inform participants of its course cancellation and rescheduling policy.
    - ii. Grantee shall contact all participants registered for a course that is rescheduled or cancelled prior to the first date of the course or as soon as possible after the course has been cancelled.
    - iii. When the Grantee cancels courses due to low registration, the Grantee shall not bill DWS for the instructor's salary, participant course materials or any training-site rental fees.
  - f. Grantee shall circulate Course and Instructor Evaluations to course participants and ensure the evaluations are completed at the end of each Career Ladder Course.
- 3. Coordinate with and Supervise Career Ladder Specialty Instructors
  - a. Grantee shall adhere to OCC procedures regarding specialty instructor qualifications, observing instructors, ongoing instructor professional development, feedback and maintenance.
  - b. On an annual basis, Grantee shall schedule and hold a group instructor meeting for all area instructors.
- 4. Collaborate in Career Ladder Curriculum Development and Maintenance
  - a. When a correction is needed to an approved curriculum, Grantee shall create and send curriculum alerts and recommendations to OCC PD staff.
  - b. Adhere to the OCC procedure "Curriculum and Document Proposal and Approval Process" and other applicable OCC policies and procedures when developing curriculum, other professional development, or CCQS resources.
  - c. Grantee shall not change curriculum without prior consultation with and approval from OCC.

## V. CCQS Support Services

Grantee shall follow all current policies and procedures established by OCC for the administration of the CCQS, including the following activities:

1. ERS Evaluations
  - a. Grantee shall conduct ERS evaluations and provide technical assistance to programs as related to the CCQS, utilizing the policies and procedures created by OCC.
  - b. The regional anchor and EC specialists providing observations shall perform ERS evaluations, provide written observation reports, and conduct feedback meetings for the assigned caseload each year.
  - c. The regional anchor and EC specialists providing observations shall maintain documentation of ERS evaluations conducted and technical assistance in individual provider files. All documentation shall be forwarded to the DWS, OCC program specialist, and recorded in documentation in policies and procedures found on Box.com and the Care About Childcare website.
  - d. The regional anchor and EC specialists providing observations shall work with center management to provide resources and direction identified in prior visits with staff.
  - e. The regional anchor and EC specialists providing observations will help program staff understand the scales and best practice by providing technical assistance and training when not actively running ERS Evaluations and feedback meetings.
  - f. If requested, the regional anchor and EC specialists providing observations will assist in the annual orientation and training for CCQS participants.
2. CCQS Coaching Services
  - a. Grantee shall follow all policies and procedures established by OCC for the administration of the CCQS coaching and technical assistance program as assigned.
  - b. Each EC specialist providing coaching shall perform site visits, and conduct ongoing coaching cycles using the Practice Based Coaching (PBC) model for the providers assigned to the grantee's caseload.
  - c. EC specialist providing coaching shall conduct ERS observations related to coaching services and technical assistance by utilizing the appropriate OCC policies and procedures.
  - d. Each EC specialist providing coaching shall be required to conduct ERS observations for CCQS certified ratings, as assigned by OCC according to community need.
  - e. Each EC specialist providing coaching shall perform ERS evaluations, provide written observation reports, and conduct feedback meetings for the assigned caseload.
  - f. Each EC specialist shall maintain documentation of coaching and technical assistance provided as well as any ERS evaluations conducted in individual provider files. All documentation shall be forwarded to the DWS, OCC program

- specialist, and recorded in accordance with policies and procedures found on Box.com and the Care About Childcare website.
- g. Each EC specialist providing coaching shall support community understanding of the scales and best practices by providing technical assistance and professional development when not actively coaching in programs. This community support could include but is not limited to Peer Learning Communities (PLC).
  - h. If requested, EC specialists providing coaching will assist in the annual orientation and training for CCQS participants.
  - i. Grantee shall train and maintain a prepared workforce to provide coaching and technical assistance to child care providers as related to the CCQS coaching services.
    - i. EC specialists providing technical assistance and CCQS coaching shall have knowledge and expertise using evidence based coaching models.
    - ii. 100% of staff conducting coaching will have received professional development regarding the Practice Based Coaching model prior to implementation of CCQS coaching. This may include one of three options:
      - a. Attending the Practice Based Coaching Institute;
      - b. Completing the Practice Based Coaching course offered by Early EdU; or
      - c. Finishing the OCC coaching onboarding and reflection process.
3. Supervise and manage, in collaboration with OCC, the activities and responsibilities of the EC specialists providing ERS observations and coaching services, including:
    - a. Ensuring that all EC specialists and regional anchors achieve and maintain reliability on OCC approved tools in accordance with the schedules established by OCC.
    - b. Ensuring observations are conducted to fidelity within the timeframes established by OCC.
    - c. Following current OCC policies and procedures for documenting all observations within the timeframes established by OCC.
    - d. Ensuring coaches implement approved coaching strategies with CCQS participants and other OCC projects utilizing policies and procedures created by OCC.
  4. At the request of OCC, participate in CCQS reviews as described in current OCC policies and procedures.
  5. Resource Support
    - a. Grantee shall serve as a resource for OCC by:
      - i. Assisting in the development of new programs that serve both child care center-based programs and family providers.
      - ii. Supporting the URPD system and Quality Recognition Information System (QRIS), including providing information to providers about these programs.

- iii. Collaborating with the OCC program specialists and other EC specialists to ensure that a strong EC training track is offered at the Annual Utah Early Childhood Conference. Sessions will be developed around best practices for EC care.

## VI. Outcomes

1. Grantee shall provide a reliable workforce that will be ready to conduct CCQS observations utilizing the ERS observation tools to fidelity.
  - a. EC specialists and regional anchor will be reliable on the ITERS-3 and ECERS-3 observation tools within the first three months of the contract, and the FCCERS-3 tool by the end of the first contract year.
    - i. Regional anchor will become inter-rater reliable with ERSI or approved OCC state anchor with a 90% consensus score over three consecutive observations. Regional anchor will maintain reliability as outlined in the current OCC policies and procedures.
    - ii. EC specialists that will act as CCQS observers will become inter-rater reliable with an approved anchor at 85% consensus score over three consecutive observations. EC specialists will maintain reliability as outlined in the current OCC policies and procedures.
    - iii. 100% of grantee staff conducting observations will be reliable on the ITERS-3 and ECERS-3 scales at 85% or higher when high stakes observations begin in October of 2021.
    - iv. 100% staff conducting observations independently will be FCCERS-3 scale at 85% or higher by June of 2022 for the launch of the Family Child Care CCQS.
    - v. Any newly hired staff will become inter-rater reliable as outlined in current OCC procedures according to the following guidelines:
      - a. Within three months of start date newly hired staff will be at least 85% reliable on at least one ERS observation tool.
      - b. Within six months of start date newly hired staff will be at least 85% reliable on second ERS observation tool.
      - c. Within nine months of start date newly hired staff will be at least 85% reliable on third ERS observation tool, as assigned by OCC.
      - d. With OCC approval this schedule may be adjusted according to state or regional anchor availability.
2. Grantee shall ensure that child care providers have access to professional development from an EC specialist or regional anchor utilizing the Career Ladder approved ERS Best Practice Series Courses, LearnERS modules or other materials as approved by OCC. Grantee shall:
  - a. Report quarterly number of approved courses or modules conducted by EC specialists and regional anchor. Provide a minimum of 10 ERS Best Practice Series courses each quarter.

- b. Report quarterly number of participants that enroll and attend ERS Best Practice Series courses or complete LearnERS modules. A minimum of 80 participants will receive professional development from the ERS Best Practice Series course or LearnERS modules each quarter.

## Attachment C System Access

- I. Database Access
  - A. Grantee's authorized users shall have access to the following databases to assist programs and early care and education professionals in updating information, in addition to performing other functions as directed by OCC:
    1. Care About Childcare Program Database; and
    2. Utah Registry for Professional Development (URPD) workforce registry.
  - B. Authorized users may include the following:
    1. Program Director
    2. Professional Development staff
    3. Regional Anchor
    4. Early Childhood Specialists
    5. Other staff as assigned by OCC
  - C. Obtaining authorization:
    1. Full Name
    2. Position
    3. Title
    4. Email Address
  - D. Grantee shall notify OCC when previously authorized employees are no longer authorized to access the Care About Childcare Program Database.
  
- II. Purpose
  - A. Grantee shall access the databases for the following purposes:
    1. For accessing the Care About Childcare Program Database, to enter action logs.
    2. For accessing the URPD Database to:
      - a) Schedule and facilitate Career Ladder courses.
      - b) Enter course attendance into the Workforce Registry no later than two weeks following the end date of the course.
      - c) Ensure professional development reports in the Workforce Registry are accurate, based on scheduled courses and attendance, by the 15th of the month following the end of the quarter.
  
- III. Information Sharing
  - A. Grantee's authorized users shall have access to the following databases to assist programs and early care and education professionals in updating information, in addition to performing other functions as directed by OCC:
    1. Care About Childcare Program Database; and
    2. Utah Registry for Professional Development (URPD) workforce registry.
  - B. Grantee shall access the Care About Childcare Program Database for the following purposes:
    1. Assisting child care programs with the program database.
    2. Approving data submissions to the system.
    3. Assisting with data reports.



4. Within the Grantee's SDA, ensuring the Program Database includes complete, accurate and current information on all child care programs that are licensed, regulated, certified or considered legally license-exempt (LLE).
  5. Provide guidance only to child care programs so that the programs may perform the following:
    - a) Update program contact information;
    - b) Update program staff information;
    - c) Enter and update program care schedule, attributes and rates; and
    - d) Enter and update program enrollment and vacancy information.
  6. Verify and process child care program and youth and early learning professional profile information within 15 calendar days of the information being uploaded or edited, including but not limited to:
    - a) Child care program Marketing Message;
    - b) About Me section; and
    - c) Photos.
  7. Program Whole Record Updates.
    - a) Support the completion of a program's whole record update.
    - b) Develop a written plan to ensure completion of a whole record update for at least ninety five percent (95%) of all licensed child care programs in the SDA, including vacancies, in the Care About Childcare profile.
      - i. Submit plan to OCC by September 30 annually.
    - c) Implement plan to complete the whole record update annually by the date specified in the plan approved by OCC.
- C. Grantee shall access URPD for the following purposes:
1. Provide guidance to early care and education professionals regarding:
    - a) Creating and updating an individual's workforce registry profile;
    - b) Uploading documentation of professional development to a workforce registry profile transcript;
    - c) Applying for a Career Ladder level or endorsement;
    - d) Applying for a scholarship or Professional Development Incentive; and
    - e) Status of a submitted application for a Career Ladder level, endorsement or Professional Development incentive.
  2. Enter course attendance into the Workforce Registry no later than two weeks following the end date of the course.
  3. Ensure professional development reports in the Workforce Registry are accurate, based on scheduled courses and attendance, by the 15th of the month following the end of the quarter.
- D. Grantee will have access to the specific data elements listed below for the sole purpose of verifying professional development or workforce history records:
1. First name and last name
  2. Gender
  3. Birthdate
  4. Home address
  5. Email address
  6. Telephone number(s)
  7. Licensing background check identification number

## IV. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

- A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."
- B. Utah Administrative Code R986-100-110(4)(b), (c), (g).
- C. FEDERAL CODE: 42 USC Secs. 9857-9858
- D. UTAH CODE: 35A-3-2 et seq.

## V. Disclosure and Confidentiality Requirements

- A. All Grantee users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment G) to gain access to the system.
- B. Grantee shall use the most recent version of the DWS 3rd Party Access Request Form when requesting access for new employees. Grantee shall contact the DWS contact listed on the Agreement to obtain the most recent version of the DWS 3rd Party Access Request Form.
- C. Grantee shall immediately notify, by email, the DWS Contract Owner and [dws\\_data\\_security@utah.gov](mailto:dws_data_security@utah.gov) when previously authorized employees are no longer authorized access to the system.
- D. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Grantee and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Grantee's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment D).
- E. The Grantee's employees shall only query information for individuals who are applying for or participating in Grantee's programmed services.
- F. Grantee shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed. 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.
- G. The information shall not be stored on any server accessible from the Internet or by unauthorized Grantee personnel.
- H. At the request of DWS, the Grantee shall identify all personnel, by position, authorized to request and receive information.
- I. Grantee shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized

disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both.

Section 63G-2-801(1)(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor."

Furthermore, Subsection (2)(a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled or protected record to which he is not legally entitled, and classifies such acts as Class B misdemeanors.

- J. Any person who knowingly and willfully requests or obtains wage records under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under law to receive it shall be guilty of a misdemeanor and receive a fine of not more than \$5,000 under federal law (UIPL 11-89, Attachment III), or guilty of a class C misdemeanor under Utah law (Subsection 76-8-1301(4)). Any person whose information was negligently or knowingly disclosed without authorization may bring a civil action for damages or such other relief as may be appropriate against any officer or employee (UIPL 11-89, Attachment III).
  - K. Grantee shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
  - L. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.
  - M. The confidentiality of social security records shall be maintained in accordance with 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
  - N. Social security records may only be re-disclosed pursuant to the provisions of 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
  - O. The penalties for unlawful access or disclosure of social security records shall be governed by the provisions of 42 U.S.C. 1306.
- VI. Background Review
- Grantee shall ensure that it has thoroughly investigated the employees who are given access to the system. Grantee will not grant access to employees whose background suggests they will be unable to meet the data security requirements of this Agreement. Specifically, employees whose background checks reveal fraud, identity theft, or substance abuse shall not be allowed to access this data. DUI convictions for all substances other than alcohol shall disqualify an employee from access.
- VII. Data Security
- A. Grantee shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Grantee shall also continuously

- test and evaluate information security controls and techniques to ensure that they are effectively implemented.
- B. Grantee shall follow the information security guidelines set forth in the latest version of NIST 800-53.
  - C. Grantee users shall obtain secure individual login access to the system. System access is determined by role, and locks system access after a period of inactivity.
    1. When the new system currently under development is implemented, Grantee shall access the system using a two-factor authentication process by logging in with a Utah ID account with a State of Utah security token. DWS will provide security tokens to authorized users during the term of this Agreement. Grantee shall be responsible for the cost of replacing lost and damaged tokens.
  - D. Grantee shall return all security tokens to DWS upon termination of contract by either party, when contract ends, or upon DWS' request.
  - E. Grantee shall cooperate with DWS to exchange security tokens if at any time during the term of this Agreement it becomes necessary to update or change security tokens utilized to access the system.
  - F. Grantee shall control access based on need to know. Grantee shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
  - G. DWS will maintain a query log containing the user identification, the date/time of each query, and the Social Security number used in each query. The query log may be used to monitor Grantee compliance with the terms of this Agreement.
  - H. Grantee shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. Grantee shall secure information in a manner to protect confidential files.
  - I. Grantee shall avoid printing or faxing any DWS confidential information unless necessary for required job duties, where no other methods exist to store or communicate the needed information. Printing or faxing may only occur at an approved third party site and may not occur in a telework or outreach environment.
  - J. Screenshots, photographs or other media images/recordings of DWS confidential information is prohibited. This includes all DWS applications and any documents provided by DWS that contain confidential information.
  - K. DWS and Grantee agree to train users accessing, disclosing, or receiving information under this Agreement, including contractors and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure. DWS has the right to review the Grantee's disclosure-training program and require any changes necessary to said program.
  - L. DWS and Grantee system security plans must include provisions warning of the potential statutory sanctions for individuals who violate access and disclosure provisions. Procedures governing sanctions and individual corrective actions under applicable statutory authority shall be pursued and taken against individuals who violate terms of this Agreement.
  - M. Grantee shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may

- impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- N. Grantee shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Grantee shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DWS. Grantee is responsible for all notification and remedial costs and damages.
- O. Grantee shall develop a contingency plan for addressing access to any uniquely sensitive records such as public officials and celebrities.
- P. Grantee shall notify DWS of any major change in a system platform (hardware or software) procedure or policy affecting transmission or distribution so that re-review of system safeguards can be initiated.
- Q. Grantee shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Grantee. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or within a reasonable time frame, based on professional information technology industry standards and best practices:
1. Grantee will have whole disk encryption on laptops and devices that are used to access the system.
  2. Install the most recent OS service pack.
  3. Install the most recent OS security updates.
  4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
  5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.
  6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
  7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
  8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
  9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
  10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
    - a) enterprise management tools (vs. tools for home use)

- b) network vulnerability scanning tools
  - c) deactivation of unauthorized ports
  - d) wireless intrusion detection systems (WIDS)
  - e) disabling peer-to-peer network capability
  - f) disabling wireless peripheral access, such as Bluetooth
  - g) disable the ability to connect to public wireless networks and those not authorized by Grantee
- R. Maintain, monitor and analyze security audit logs.
  - S. Maintain controlled use of administrative privileges.
  - T. Continually assess vulnerability and remediate.
  - U. Limit and control network ports, protocols, and services.
  - V. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.
- VIII. Client Informed Consent
- Grantee may only request/query information for individuals who are applying for or participating in the Grantee's program. Individuals must acknowledge personal information contained in child care provider profiles may be released as stated in the Care About Childcare Terms of Service agreed to upon login to the Care About Childcare website (see Attachment J – Care About Childcare Website Terms of Service).

## ATTACHMENT D

### 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.

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Signature

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Date

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Print Name

## ATTACHMENT E 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, 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 client's 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, or sleeping.
5. Failure to arrange for medical care 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.

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Employee/Volunteer Signature

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Date

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Print Employee/Volunteer Name

[Rev.01/15]

**ATTACHMENT F**

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

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
    - a) type of required background check,
    - b) who is required to be checked,
    - c) frequency, and
    - d) criteria used to determine pass or fail background check.
  2. Proof of compliance with such law(s), regulation(s) or requirements.
  3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
  2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
    - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
  2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
    - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
    - b) FBI information can be found at [www.fbi.gov](http://www.fbi.gov) under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use 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, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
1. Any matters involving a sexual offense.
  2. Any matters involving a felony or class "A" misdemeanor drug offense.
  3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
  4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
  2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
  3. "Direct access" means an employee or volunteer 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 Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
  4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "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:
  - a) provide personal protection;
  - b) provide necessities such as food, shelter, clothing, or medical or other health care;
  - c) obtain services necessary for health, safety, or welfare;
  - d) carry out the activities of daily living;
  - e) manage the adult's own resources; or
  - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.



**Attachment G**  
State of Utah  
Department of Workforce Services  
**DWS 3<sup>RD</sup> PARTY ACCESS REQUEST FORM**

**Complete the User Information, sign and return to the DWS Contract Owner at:**

Email of Contract Owner \_\_\_\_\_

**INFORMATION ACCESS (Completed by DWS and DTS)**

3 <sup>rd</sup> Party Agency Contract or Agreement Number: _____			
Contract Dates: Start Date: _____		End Date: _____	
RSA Token: _____		Profile (DTS): _____	
		Profile (DTS): _____	
<b>REQUESTED ACCESS</b>			
<input type="checkbox"/> AUDITOR	<input type="checkbox"/> AWARE	<input type="checkbox"/> CONTENT NAVIGATOR IMAGING VIEW	
<input type="checkbox"/> EREP (STATE Agency Only)	<input type="checkbox"/> ESHARE	Role: _____	
<input type="checkbox"/> UI UNEMPLOYMENT TRANSACTIONS:	<input type="checkbox"/> WBPS	<input type="checkbox"/> WAGE	<input type="checkbox"/> CATS LABOR
	<input type="checkbox"/> CATS	<input type="checkbox"/> CATS EMPLOYEE	
<input type="checkbox"/> UWORKS:			
Job Title: _____		Office: _____ Team: _____	
Desktop User Name: _____			
<input type="checkbox"/> OTHER SPECIAL ACCESS: _____			
Special instructions/comments: _____			

**USER INFORMATION (Complete All Fields)**

Agency Name: \_\_\_\_\_

Effective Dates: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Organization Email: \_\_\_\_\_

Office Location: \_\_\_\_\_

Last 4 digits of SSN (leave blank if including a State EIN below): \_\_\_\_\_

New/Re-instated       Delete User       Access Change

**STATE AGENCIES (Complete All Fields)**

State EIN: \_\_\_\_\_ Previous State Employment Logon ID: \_\_\_\_\_

**Read the following Security Policy and sign the Agreement on page 2.**

**DWS COMPUTER SECURITY POLICY STATEMENT**

Computer system resources and information of the Department of Workforce Services (DWS) are information technology assets of the State of Utah and must be protected. This includes protection from **unauthorized disclosure**, modification, or destruction, whether accidental or intentional.

Users of DWS computer systems are subject to all requirements and sanctions of Federal and State



**ATTACHMENT H  
CCQS Observation and Coaching Services  
EVALUATION SCORE SHEET**

**Applicant:** \_\_\_\_\_  
**Evaluator #:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Score will be assigned as follows:	
0 = Fail, the proposal fails to address the requirements or criteria described in the RFGA or cannot be assessed due to missing information	
1 = Poor, the proposal inadequately addresses the requirements or criteria described in the RFGA or cannot be assessed due to incomplete information	
2 = Unsatisfactory, the proposal addresses the requirements or criteria described in the RFGA in an unsatisfactory manner	
3 = Satisfactory, the proposal addresses all requirements or criteria described in the RFGA in a minimum satisfactory manner	
4 = Good, the proposal addresses all requirements or criteria described in the RFGA and in some respects exceeds them	
5 = Excellent, the proposal addresses and exceeds all of the requirements or criteria described in the RFGA	

Administrative Scoring	RFGA Section	Evaluation
1 If returning, applicant is in good standing complying with performance requirements.	Prerequisite	PASS

Scoreable Application Evaluation Criteria		RFGA Section	Evaluator Score (0-5)	Criteria Weight	% of Quality Criteria	Points Possible	Points Earned
<b>APPLICATION NARRATIVES</b>							
1	<b>PROGRAM DESCRIPTION:</b> Describe how your organizations work aligns with the goals of the Office of Child Care. Provide an overview of your understanding and experience with OCC's Child Care Quality System.	Grant Application Narrative		0.5	1.8%	2.5	0.0
2	<b>STAFF OVERVIEW:</b> Provide an overview of staff credentials and experience for staff members proposed under this grant.	Grant Application Narrative		0.5	1.8%	2.5	0.0
3	<b>GRANT GOALS AND OUTCOMES:</b> List three specific, measurable, achievable, relevant and timely (SMART) performance goals proposed for this grant aligned to the intent of the Child Care Quality System.	Grant Application Narrative					
	Observational Goal # 1			0.5	1.8%	2.5	0.0
	Professional Development Goal # 2			0.5	1.8%	2.5	0.0
	Coaching Goal # 3			0.5	1.8%	2.5	0.0
4	<b>ENVIRONMENT RATING SCALES (ERS):</b> Demonstrate your understanding and use of the Environment Rating Scales (ERS), including the Environment Childhood Environment Rating Scales, Third Edition (ECERS-3), Infant/Toddler Environment Rating Scale, Third Edition, (ITERS-3), and the Family Child Care Environment Rating Scales, Third Edition (FCCERS-3). Provide a description of any training your organization has received or provided regarding these tools.	Grant Application Narrative		3	10.9%	15.0	0.0
5	<b>ENVIRONMENT RATING SCALES (ERS) EXPERIENCE AND RELIABILITY:</b> Demonstrate your organizations understanding of the inter-rater reliability process and any testing experience. Provide an explanation of experience attaining anchor reliability (90% average of the three most recent reliability scores) and observer reliability of (85% average of the three most recent reliability scores) with the Environment Rating Scales Institute (ERSI) or reliable CCQS state or regional anchors on the tools.	Grant Application Narrative		3	10.9%	15.0	0.0
	<b>ECERS-3, ITERS-3, AND FCCERS-3 SUPPORTING DOCUMENTATION:</b> Provide documentation of the organization's ERS experience and reliability.	Grant Application Cover Sheet Section B		1	3.6%	5.0	0.0
6	<b>EXPERIENCE USING THE BRANAGH ERS / LEARNERS SYSTEMS:</b> Provide an explanation of experience with or training your staff has received regarding the Branagh Environment Rating System (ERS) data system and the LearnERS CQI coaching framework.	Grant Application Narrative		1	3.6%	5.0	0.0
7	<b>ERS EXPERTISE:</b> Describe the background in providing professional development to child care providers. Demonstrate an understanding of adult learning styles and instructional techniques. Provide any experience your organization has regarding teaching child care providers related to the ERS observation tools.	Grant Application Narrative		3	10.9%	15.0	0.0
8	<b>PROFESSIONAL DEVELOPMENT DATA SYSTEMS:</b> Provide an overview your understanding and experience with the Career Ladder system, the Utah Registry for Professional Development (URPD), and Care About Childcare.	Grant Application Narrative		2	7.3%	10.0	0.0
9	<b>PRACTICE-BASED COACHING EXPERIENCE:</b> Provide an overview your understanding and experience with the Career Ladder system, the Utah Registry for Professional Development (URPD), and Care About Childcare.	Grant Application Narrative		3	10.9%	15.0	0.0
	<b>PRACTICE-BASED COACHING SUPPORTING DOCUMENTATION:</b> Provide documentation of practice-based coaching.	Grant Application Cover Sheet Section B		1	3.6%	5.0	0.0
10	<b>PREVIOUS COLLABORATIVE RELATIONSHIPS:</b> Describe any previous collaborative relationships with key stakeholders in CCQS (e.g. CAC agencies, UAN) Child Care Quality System.	Grant Application Narrative		1	3.6%	5.0	0.0
	<b>LETTERS OF SUPPORT:</b> Provide letters of support as supporting documentation of previous collaborative relationships.	Grant Application Cover Sheet Section B		1	3.6%	5.0	0.0
11	<b>CAPACITY FOR GROWTH:</b> Describe the organization's ability to expand capacity for additional staff if community need arises.	Grant Application Narrative		1	3.6%	5.0	0.0
12	<b>RECRUITMENT PROCESS:</b> Describe the recruitment, onboarding and training process and ongoing professional development to maintain up to date knowledge and skill level that allows them to support the community.	Grant Application Narrative		1	3.6%	5.0	0.0
<b>BUDGET EVALUATION</b>							
	<b>DETAILED BUDGET FORM:</b> Budget detailing all planned grant expenditures, completely and accurately. Budget itemizes detailed and reasonable expenses for the services to be provided. Costs are justified as necessary to meet the requirements of the grant.	Grant Application Cover Sheet Section B		2	7.3%	10.0	0.0
13	<b>BUDGET NARRATIVE:</b> Provide context for proposed expenses and describe the details of how calculations were made for each category of costs on attached budget forms. Detailed narratives contextualizing requested grant funds, and explaining how requested funding does not supplant existing expenses and funding.	Grant Application Narrative		2	7.3%	10.0	0.0
					<b>100.0%</b>	<b>137.5</b>	<b>0.0</b>

REQUIRED EVALUATION POINT THRESHOLD	RFGA Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
	p. 6	60%	70.5	0.0	0.0%	



## ATTACHMENT I: 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) amount 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 certified that they are making this choice. Once an organization chooses a de minimis rate, they **MUST** use this across all grants. The only way for an organization to stop using a 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 detail information, indicate that de minimis has been chosen.
- To determine the amount, determine the MTDC in Category III (see the budget narrative for the eligible Category III expenses).
- Take the MTDC and times by 10%. Enter this amount in Category I.

### Category II: DIRECT ADMINISTRATIVE EXPENSES

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

- In the detail information, indicate how the cost was arrived at and detail 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 detail information, indicate how the cost was arrived at and detail items that make up the costs.

### ALLOWABLE/UNALLOWABLE DIRECT COSTS

Any use of Federal funds must be consistent with funding purposes and applicable rules. Any costs charged to the program must be necessary, reasonable, and allocable to the program. The list is not exhaustive.

ALLOWABLE	UNALLOWABLE
<ul style="list-style-type: none"> <li>• Administrative Expenditures</li> <li>• Rent</li> <li>• Audit costs and related services</li> <li>• Communication costs (e.g. telephone services, postage, electronic or computer transmittal services)</li> <li>• Compensation (e.g. salaries, wages, fringe benefits, pension, retirement benefits, severance pay)</li> <li>• Eligibility determination (e.g. completing forms, gathering documentation)</li> <li>• Equipment (e.g. office equipment, furnishings, HVAC, copiers, IT equipment and systems)</li> <li>• Food Service costs (e.g. refreshments for trainings, food for meetings or conferences more than four hours in length)</li> <li>• Indirect Costs</li> <li>• Insurance and indemnification</li> <li>• Materials and supplies</li> <li>• Meetings and conferences</li> <li>• Memberships (e.g. business, professional organizations)</li> <li>• Professional Services</li> <li>• Publication and Printing</li> <li>• Computers or tablets for client use, with OCC approval.</li> <li>• Travel, including Out-of-State travel with OCC approval</li> </ul>	<ul style="list-style-type: none"> <li>• Alcoholic Beverages</li> <li>• Bad debts (e.g. contractor debts, uncollectable accounts, collection costs, legal costs)</li> <li>• Building purchases, facilities, land or real estate</li> <li>• Capital expenditures (unit cost of \$5000 or more)</li> <li>• Construction (e.g. new buildings, remodeling, renovation)</li> <li>• Cost incurred in criminal and civil proceedings</li> <li>• Contributions or donations rendered</li> <li>• Employee morale/team building</li> <li>• Entertainment (e.g. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities)</li> <li>• Entertainment related food service costs (e.g. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events)</li> <li>• Fines and penalties</li> <li>• Fund raising (e.g. financial campaigns, endowment drives, solicitation of gifts and bequest)</li> <li>• Goods or services for personal use</li> <li>• Idle facilities or idle capacity (e.g. unused facilities and cost associated)</li> <li>• Vehicle purchases, repair costs or maintenance</li> <li>• Goods or services for personal use</li> </ul>

## Attachment J

### Care About Childcare Website Terms of Service

PLEASE NOTE: USER ACCEPTS ALL STATEMENTS BELOW BY REGISTERING AND LOGGING IN TO THE "Care About Childcare" WEBSITE:

#### **Users:**

I hereby certify that the information I am providing to the Utah Office of Child Care is complete and accurate.

I understand that I am in charge of my personal account and that I am responsible for keeping my information updated and accurate.

I understand that my personal information will be kept confidential according to all applicable state and federal laws and regulations and protected according to Office of Child Care's privacy and security policies and will not be shared without my permission except as required by state or federal law.

I understand my information may be included in aggregate education, employment and professional development data and reports that may be provided to local, regional, state and federal stakeholders. I understand access to information on my profile may be provided to relevant agencies and organizations, such as the Utah Department of Health, Child Care Licensing, in order to verify my professional development and workforce history records.

#### **Programs:**

I understand that the information provided about a program may be made available to the public.

I understand that program information provided may be used to determine eligibility for quality incentives, such as financial awards, targeted scholarship opportunities, or grants that support the Utah Child Care Quality System.

#### **Administrators:**

By accessing privileged sections of this website, I agree to the following:

Data from this website may only be used for approved activities associated with the Utah Office of Child Care and the Utah Department of Health, Child Care Licensing programs.

Data will not be shared without the permission of the Office of Child Care and can only be accessed and viewed by the person who has been granted privileges.

Data may not be used for personal or commercial use

#### **Please also note:**

Information will be safeguarded in accordance with GRAMA and other applicable federal and state law.

Information cannot be shared except within the Department of Workforce Services or with another governmental entity or agency as provided by law.

I understand that by logging in I am agreeing to the above Terms of Service. The Office of Child Care reserves the right to change the Terms of Service without any further notice. All changes will be posted on the Care About Childcare website <https://careaboutchildcare.utah.gov> at least 30 days prior to their implementation.

I understand that I may "opt out" of the Terms of Service at any point in time. Opting out will result in lesser access to the Care About Childcare website for administrators and for child care providers could result in cancellation of participation in programs that rely on the use of the Care About Childcare website to function. Contact the Office of Child Care for details.