

Child Care Quality System (CCQS) Observation and Coaching Services

Request for Grant Applications (RFGA)

Pre-Proposal Meeting

June 8, 2021



**WORKFORCE
SERVICES**
CHILD CARE

Participants



April Gardner
Contract Analyst



Kim Melville
Program Specialist



DEPARTMENT OF
**WORKFORCE
SERVICES**

Joe Edman
Fiscal Grant Manager



Contract Period:

July 1, 2021 - June 30, 2026

Application Deadline:

Monday, June 14, 2021, 5:00 p.m. MDT

Question and Answer Period Ends:

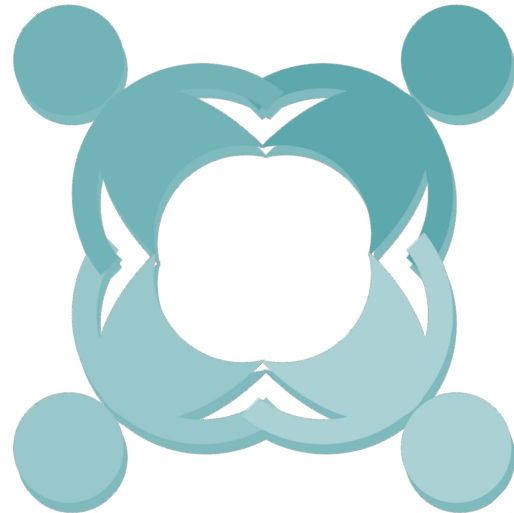
Thursday, June 10, 2021, 5:00 p.m. MDT

To apply or get a copy of the RFGA, posted online at:

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

Purpose

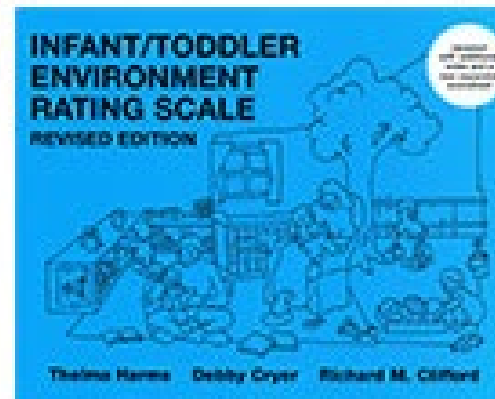
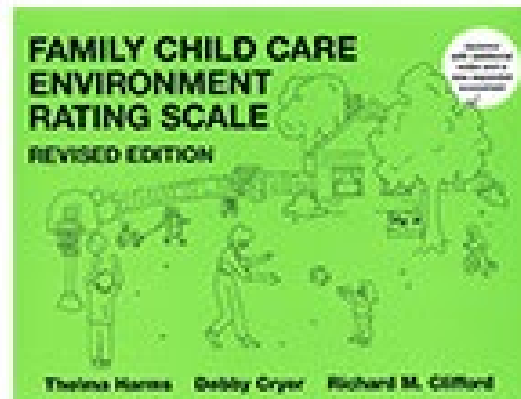
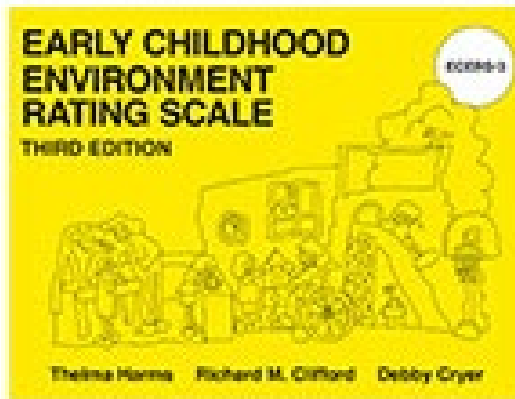
- ▶ The Office of Child Care is seeking a qualified partnering agency or organization to provide reliable Environment Rating Scales observations, coaching, and technical assistance to child care providers participating in the Child Care Quality System (CCQS).



Program Services

CCQS ERS Observations

- Provide quality improvement services
 - ERS reliable team
 - Conducting observations
 - Providing observation feedback



Program Services

CCQS Coaching

- Provide quality improvement services guided by OCC
 - Provide high quality coaching
 - Technical assistance

Program Services

Professional Development

- Services supporting professional development through Career Ladder System
 - Regular ERS Best Practices courses
 - LearnERS modules
 - Other materials approved by OCC
 - Regular Career Ladder approved courses
 - Coordinating and supervising Career Ladder approved instructors

Staffing Expectations

- Director
 - Full time, no additional responsibilities
- Early Childhood Specialists
 - 1 full time regional anchor
 - 3 full time EC specialists
 - Bachelor's Degree in Early Childhood or related field
- Professional Development
 - Staff support following PD policies and expectations for ERS PD and coaching

Eligibility Requirements

To be eligible, an organization must:

- Be a registered non-profit agency or government entity
- Have a physical presence in the Wasatch Front
- Be able to provide statewide support services



Budget

- ▶ Total indirect expenses and direct administrative expenses must not exceed 10% of the direct program total
 - ▶ Attachment I Budget Instructions
- ▶ Indirect costs cannot exceed your Federally Approved Indirect Cost Rate or 10% if you do not have a Federally Approved Indirect Cost Rate
 - ▶ 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 Information

- ▶ Federal Child Care and Development Fund (CCDF) block grant
- ▶ Cost Reimbursement Basis
- ▶ Details in Allowed and Disallowed Costs (*Attachment I, Budget Instructions*)
- ▶ Proposed budget in grant applications may be adjusted or modified when negotiating contract terms
- ▶ Grant funds must be spent for each grant year. Unspent funds do not carry over

Evaluation and Award

- Applications will be scored by a committee of experts using *Attachment H, Evaluation Score Sheet*
- Applications with an average combined score of less than 70.5 points (of possible 137.5 points) will not be considered for an award
- Successful grant applications are subject to public inspection under the Government Records Access and Management Act (GRAMA)
- Applicants may be awarded partial grants

Application Evaluation

- ▶ Verification of Eligibility
- ▶ Application Scoring:
 - ▶ Online Application Narratives (102.5 points)
 - ▶ ERS Supporting Documentation (5 points)
 - ▶ Practice-Based Coaching Supporting Documentation (5 points)
 - ▶ Scoring of Letters of Support (5 points)
 - ▶ Budget and Budget Narrative (20 points)
- ▶ Minimum average score of 70.5 points

ATTACHMENT H
CCOS 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
If returning applicant in good standing complying with performance requirements	Prerequisite	PASS
1		

Scoreable Application Evaluation Criteria		RFGA Section	Evaluator Score (0-5)	Criteria Weight	% of Quality Criteria	Points Possible	Points Earned	
APPLICATION NARRATIVES								
1	PROGRAM DESCRIPTION: Describe how your organization's work aligns with the goals of the Office of Child Care. Provide an overview of your understanding and experience with COC's Child Care Quality System.	Grant Application Narrative		0.5	1.8%	2.5	0.0	
2	STAFF OVERVIEW: 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	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.	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	ENVIRONMENT RATING SCALES (ERS): Demonstrate your understanding and use of the Environment Rating Scales (ERS), including the Environment Childood 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	ENVIRONMENT RATING SCALES (ERS) EXPERIENCE AND RELIABILITY: Demonstrate your organization's 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 (80% average of the three most recent reliability scores) with the Environment Rating Scales Institute (ERSI) or reliable COC state or regional anchors on the tools.	Grant Application Narrative		3	10.9%	15.0	0.0	
	ECERS-3, ITERS-3, AND FCCERS-3 SUPPORTING DOCUMENTATION: Provide documentation of the organization's ERS experience and reliability.	Grant Application Cover Sheet Section F		1	3.6%	5.0	0.0	
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.	Grant Application Narrative		1	3.6%	5.0	0.0	
7	ERS EXPERIENCE: 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	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 Children.	Grant Application Narrative		2	7.3%	10.0	0.0	
9	PRACTICE-BASED COACHING EXPERIENCE: Provide an overview your understanding and experience with the Career Ladder system, the Utah Registry for Professional Development (URPD), and Care About Children.	Grant Application Narrative		3	10.9%	15.0	0.0	
	PRACTICE-BASED COACHING SUPPORTING DOCUMENTATION: Provide documentation of practice-based coaching.	Grant Application Cover Sheet Section F		1	3.6%	5.0	0.0	
10	PREVIOUS COLLABORATIVE RELATIONSHIPS: Describe any previous collaborative relationships with key stakeholders in COC (e.g. CAC agencies, UAN) Child Care Quality System.	Grant Application Narrative		1	3.6%	5.0	0.0	
	LETTERS OF SUPPORT: Provide letters of support as supporting documentation of previous collaborative relationships.	Grant Application Cover Sheet Section F		1	3.6%	5.0	0.0	
11	CAPACITY FOR GROWTH: 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	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.	Grant Application Narrative		1	3.6%	5.0	0.0	
BUDGET EVALUATION								
	DETAILED BUDGET FORM: Budget detailing all planned grant expenditures, completely and accurately. Budget items are 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 F		2	7.3%	10.0	0.0	
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. 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	
						100.0%	137.5	0.0

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%	

Questions and Addenda

- ▶ Submit questions in writing
 - ▶ acgardner@utah.gov or
 - ▶ kmelville@utah.gov
- ▶ Questions and Answers are posted [online here](#)
- ▶ Deadline to submit questions is Thursday, June 10, 2021 by 5:00 p.m. MDT
- ▶ All questions and any possible addenda will be posted no later than Friday, June 11, 2021 by 5:00 p.m. MDT

The background features abstract geometric shapes in various shades of teal and blue, primarily on the right side, with a white background on the left.

Application Process

Application Process

Timeline

- ▶ **Tuesday, June 8, 2021 - Pre-Proposal Meeting**
- ▶ **Thursday, June 10, 2021 - Question Due Deadline**
- ▶ **Monday, June 14, 2021 - Application Submission Deadline**
- ▶ **June 2021 - Anticipated Grant Award**
- ▶ **Thursday, July 1, 2021 - Grant Start Date**

Application Process

Required Submissions

▶ Online Form

▶ Submitted as attachments to the online form:

- ✓ 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
- ✓ Practice-Based Coaching Supporting Documentation
- ✓ Letters of Support, documenting previous collaborative relationships
- ✓ Non-Profit Letter, if applicable
- ✓ Business License, if applicable

Application Process

How to Apply

- ▶ Applicant is responsible for the cost of preparing and submitting proposal
- ▶ Applicants must use the forms provided. Forms can be found at <https://jobs.utah.gov/department/rfg/index.html>

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: <input type="checkbox"/> Non-Profit Organization (current non-profit letter) <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Can the organization provide statewide support services? <input type="checkbox"/> Yes <input type="checkbox"/> No	

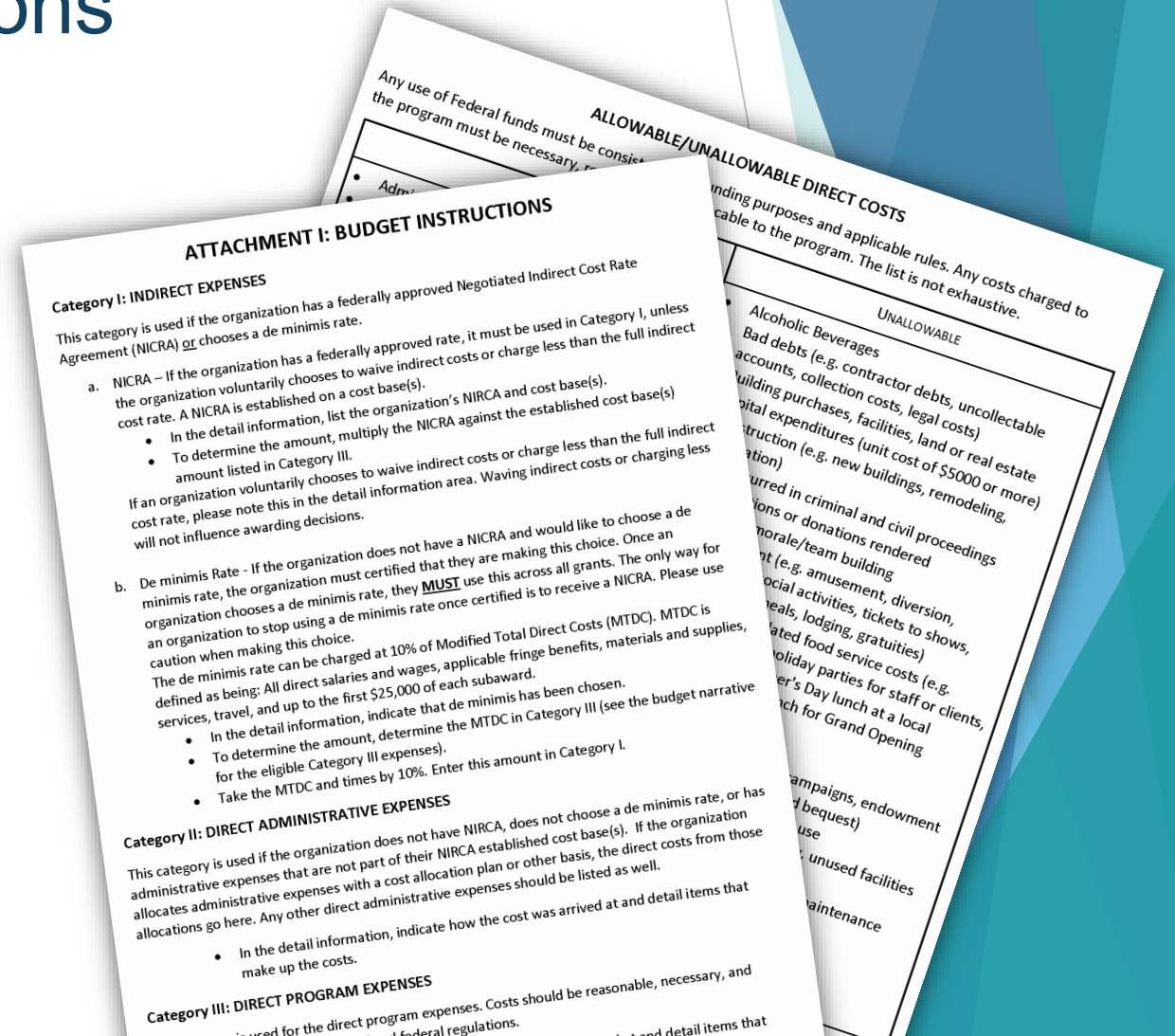
Budget

Appendix II - Budget Detail Form

Budget Instructions

Attachment I Budget Instructions

- ▶ Detailed Budget Form Instructions
- ▶ Allowed and Disallowed Costs



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
 - ▶ 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.
 - ▶ 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.
 - ▶ Once an organization chooses the de minimis rate, they **MUST** use this across all grants.
- ▶ Indirect expenses have been capped at 10% of the direct program total

Budget Instructions

Category II: DIRECT ADMINISTRATIVE EXPENSES

- ▶ This category is used if the organization does not have NICRA, does not choose a de minimis rate, or has administrative expenses that are not included in the cost base(s) of their NICRA
- ▶ If the organization allocates administrative expenses with a cost allocation plan or other basis, those allocated costs should be included
- ▶ Any other direct administrative expenses should be listed as well
 - ▶ In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs
 - ▶ Total indirect expenses and direct administrative expenses must not exceed 10% of the direct program total

Budget Instructions

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
- ▶ *Attachment I* - has examples of allowed and disallowed program expenses
 - ▶ In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs
 - ▶ Applicants must provide detailed comments for each proposed category. If you propose \$0 in categories, you do not need to provide a comment

Attachments and Appendices



Appendices

- ▶ Appendix I: Grant Application Narrative
- ▶ Appendix I: Budget Detail Form
- ▶ Appendix II: FFATA Certification

Attachments

- ▶ Attachment A: DWS Grant Terms and Conditions
- ▶ Attachment B: Scope of Work
- ▶ Attachment C: System Access
- ▶ Attachment D: Non-Disclosure Agreement
- ▶ Attachment E: Code of Conduct
- ▶ Attachment F: Criminal Background Check Requirement
- ▶ Attachment G: DWS 3rd Party Access Form
- ▶ Attachment H: Evaluation Score Sheet
- ▶ Attachment I: Budget Instructions
- ▶ Attachment J: Care About Childcare Website Terms of Service

Grant Terms and Conditions



Terms and Conditions

3. Conflict of Interest

- a. GRANTEE certifies, through the execution of the Agreement, that none of its owners, directors, officers, or employees are employees of DWS, or the State of Utah. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
- b. GRANTEE will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
- c. GRANTEE certifies, through the execution of the Agreement that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- d. GRANTEE shall not use Grant funds to make any payments to an organization which has in common with GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

Terms and Conditions

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.

DWS-ADM 505
11/2017

State of Utah
Department of Workforce Services
RELATED PARTIES APPROVAL REQUEST

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

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

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

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

1. Name and title of person in a position of authority:
Name: _____ Title: _____
2. Name and title of related party receiving payment:
Name: _____ Title: _____
3. Relationship between the individuals identified above: _____
4. Describe the nature of the work to be performed (275 characters or less):

5. How much will the related party be paid? \$ _____
Is this a one-time payment or will this person be a regular employee?
 One-time payment Regular employee
If one-time payment, dollar amount involved: \$ _____
If regular employment, rate of pay per hour: \$ _____
6. Who will make decisions regarding the related party's employment, such as their rate of pay or pay increases?

Terms and Conditions

4. Related Parties (continued)

- 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. a 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.

Terms and Conditions

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.

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).

Terms and Conditions

14. Monitoring

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

Terms and Conditions

16. Agreement Termination

- a. Termination for Cause: This Agreement may be terminated with cause by either party, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. Immediate Termination: If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
- c. No-Cause Termination: This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.

16. Agreement Termination (Continued Part 1)

d. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. Agreement Termination (Continued Part 2)

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
- f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.

24. Compliance with Generally Applicable State and Federal Laws

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

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

- 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.

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

- d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

27. Code of Conduct

28. Grievance Procedure

27. CODE OF CONDUCT (attached if applicable):

GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

28. GRIEVANCE PROCEDURE:

GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS contract owner of the grievance and its disposition of the matter.



Terms and Conditions

29. Protection and Use of Client Records

The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law.

GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable.

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

Terms and Conditions

30. Records Administration

GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant.

Terms and Conditions

32. Required Insurance

GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.

- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.

Terms and Conditions

32. Required Insurance (continued)

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UP ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER: Insurance Company Name, PHONE: 1-303-555-5555, FAX: 1-303-555-5555, EMAIL ADDRESS: info@insurancecompany.com

INSURED: Insured/Contractor Name, Street Address, City, State, ZIP Code

INSURER A: Insurance Company Name, INSURER B: Insurance Company Name, INSURER C: Insurance Company Name, INSURER D: Insurance Company Name, INSURER E: Insurance Company Name

COVERAGES: CERTIFICATE NUMBER: 1000000000, REVISION NUMBER:

LINE	TYPE OF INSURANCE	ADD. RISK	SUBR. RISK	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC Other		Y	XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> EXCESS LAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> REPEATED/CL			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EMPLOYEE OFFICER/MEMBER/RETIREE/CLERICAL		Y/N	XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	X PER STATE/OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE OR EMPLOY \$ 1,000,000 EL DISEASE POLICY LIM \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):
Department of Workforce Services is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER: Department of Workforce Services, 160 E. 100 S., Salt Lake City, UT, 84111

CANCELLATION: SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative: [Signature]

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Terms and Conditions

34. Billing and Payments

Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

Terms and Conditions

35. Payment Withholding

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

Questions

