School-Age Program Grant 2020
Utah Office of Child Care

Pre-Proposal Meeting: Thursday, September 10th, 1:00 pm
Application Open: Friday, September 4, 2020
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The Utah Department of Workforce Services, Office of Child Care (DWS, OCC) has a new grant opportunity to ensure families have child care options for their school-age children in areas of the state where schools are operating in a virtual setting for a portion of the school week. This is a non-competitive grant opportunity available to licensed centers and DWS-approved, license-exempt programs that have the capacity to care for school-age children from schools operating virtually or in a hybrid style.

OCC will begin accepting applications for this grant on September 4, 2020. The application will remain open until OCC determines that normal school operations have resumed, funds are no longer available, or until March 31, 2021. The earliest start date for contracts is October 1, 2020 and contracts will end on May 31, 2021.

Background
As a result of the COVID-19 pandemic, school districts have modified their operations to reduce the spread of COVID-19. School district reopening plans vary, with some operating virtually one to three days each week and others operating exclusively in a virtual format. Working parents need a safe environment for their children on virtual school days and programs need additional resources to ensure they have the capacity to serve families. The School-Age Program Grant provides funding to address these concerns, so families have options for their children during the 2020-2021 school year.

Program Requirements and Eligibility
This grant opportunity is available to licensed child care centers and DWS-approved license-exempt programs. Organizations that have previously received other grant funds from OCC must be in good standing to be eligible to receive funds from this grant. To complete an application, a program must have:

- DWS-Approved Child Care License or Child Care License Exemption Status. Programs that do not have an eligible license type must apply with the Department of Health, Child Care Licensing Program (CCL) prior to submitting an application for this grant.
  - LEAs and Family Child Care Providers are ineligible for this funding.
- A DUNS number. Follow this link to create a number: https://fedgov.dnb.com/webform/index.jsp.

Eligible programs will enter into a contract with OCC that includes, but not be limited to, the following program requirements (see Performance Requirements for all program expectations):

- Implement health and safety protocols and practices required by CCL, or more restrictive requirements set by local health authorities;
● Provide regular, formally-supervised programs for school-age youth ages 5-12 from 8 a.m.-3 p.m. one to five days during the school week depending on the operating structure of the school district;
● Ensure group sizes do not exceed 20 youth per group;
● Maintain a minimum Average Daily Attendance (ADA) based on the capacity range identified by the program in the application on which the funding is structured;
● Prioritize serving students of essential employees, those who qualify for free and reduced price lunch, or have a fee waiver from their school;
● Develop and implement an outreach plan to raise community awareness of the program; and
● Work toward improving quality through use of the Utah Afterschool Network Quality Tool self-assessment.

**Funding**

Funds awarded to each program will be based on the identified capacity range within the program application. Programs will be required to submit a budget with the application reflecting the anticipated monthly program expenses, not to exceed the maximum monthly amounts in the table below. The monthly expenses will be utilized to determine the full funding amount a program may receive for the contract term.

<table>
<thead>
<tr>
<th>School-Age Enrollment Capacity Range</th>
<th>Maximum Monthly Grant Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10</td>
<td>$4,900</td>
</tr>
<tr>
<td>11-20</td>
<td>$9,800</td>
</tr>
<tr>
<td>21-30</td>
<td>$14,700</td>
</tr>
<tr>
<td>31-40+</td>
<td>$19,600</td>
</tr>
</tbody>
</table>

OCC may modify the amount of funding a program receives based on the availability of funds and the ongoing need for this grant based on school operations. Grants may start as early as October 1, 2020. Programs are eligible to apply at any time for this grant, within the grant open window, September 4, 2020 - March 31, 2021. Approved applications submitted after the start of each month will have the ability to have the contract backdated to the beginning of the submission month if application indicates that the program is already underway. Otherwise, approved applications will start on the first day of the month following the anticipated program start date.

● The grant is funded by the Child Care and Development Fund (CCDF).
● Total indirect expenses and direct administrative expenses must not exceed 10 percent of the direct program total. See Attachment D for instructions in completing the Budget.
● Funding will be distributed on a cost reimbursement or fee-for-service basis.
● Requests for reimbursement must be submitted on a monthly basis.
● Reimbursement may be delayed until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes.
The amount of the grant will be awarded based on the information provided in the program application.

All unused funds at the end of the grant shall be returned to DWS.

Grant funds may not be used to supplant existing funds.

See Attachment C for list of allowable and unallowable costs

**Budget**

All programs must submit a budget, using the template provided by the Office of Child Care on the DWS Grants webpage (see Attachment E for example) with the application that reflects anticipated monthly expenses consistent with expected operating hours.

The budget submitted shall be used to determine the maximum amount of funding available to the program for the duration of the contract.

Total expenses for Category I and Category II must not exceed 10 percent of the direct program total.

Indirect Costs cannot exceed the Federally Approved Indirect Cost Rate or 10 percent if the program does 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.

**Evaluation and Award**

Organizations must submit one application for each program site that can host school day programming.

Applications are submitted via google form: [https://forms.gle/61jU86Tz6vqqAzK87](https://forms.gle/61jU86Tz6vqqAzK87)

Once an application has been submitted, applicants must also submit a budget form to: dws-occafterschoolgrants@utah.gov, within 24 hours of application submission.

Grant applications will be evaluated on a first-come first-served basis.

Grant applications will not be considered if required documentation has not been submitted.

Applicants may be asked to resubmit an application if budget narrative is not emailed within 24 hours of submission of application.

Applicants must be available for questions or clarification during the grant processing period.

DWS reserves the right to reject any and all applications or withdraw this offer at any time.

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 Request for Grant Applications (RFGA).

Awards may be determined to ensure statewide services.

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.

- Organizations may be awarded partial grants, as determined by DWS.
- If awarded funding, organizations will receive an email of Intent to Award.

**Post Award Document Requirements**

The following documents will be required after notification of the grant award is received, prior to the execution of the grant agreement:

1. Federal Funding Accountability and Transparency Act (FFATA)
2. Insurance
   a. Exceptions to the insurance requirements in the Terms and Conditions will be made on a case-by-case basis based on the level of risk involved in the proposed project.
3. Pre-Award Risk Assessment

**How to Apply**

Programs are encouraged to review all School-Age Program Grant materials attached to this document to understand all grant contractual obligations that are not covered in this overview.

To apply, organizations must:

- Complete the [https://forms.gle/61jU86Tz6vqgAzK87](https://forms.gle/61jU86Tz6vqgAzK87) for each program site, and
- Submit budget for each program site via email to dws-occafterschoolgrants@utah.gov.

Organizations and parents interested in learning more about the School-Age Program Grant are encouraged to review the FAQs. The FAQs will be updated regularly. Please submit any questions to dws-occafterschoolgrants@utah.gov.

A webinar will be held for all programs interested in learning more on Thursday, September 10, 2020, from 1 - 2pm. Please follow this link to attend. A separate email reminder will be sent regarding the webinar.
ATTACHMENT A
Department of Workforce Services (DWS)
Grant Terms and Conditions

1. DEFINITIONS:
   a. "GRANTEE" means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE’s agents, officers, employees, and partners.
   b. "Subcontractor/Subgrantee" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee’s duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
   c. "Volunteer" means an authorized individual performing a service without pay or other compensation.
   d. "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. DWS reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   e. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

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

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

4. RELATED PARTIES:
   a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
   b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
   c. Related parties is defined as:
      i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.

d. Upon notification of proposed related party payment, DWS may, at its discretion:
   i. Require GRANTEE to undertake competitive bidding for the goods or services,
   ii. Require satisfactory cost justification prior to payment, or
   iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.

e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
   i. The name of GRANTEE’S representative who is related to the party to whom GRANTEE seeks to make payments;
   ii. the name of the other related party;
   iii. the relationship between the individuals identified in “i” and “ii” above;
   iv. a description of the transaction in question and the dollar amount involved;
   v. the decision-making authority of the individuals identified in “i” and “ii” above, with respect to the applicable transaction;
   vi. the potential effect on this Agreement if the payment to the related party is disallowed;
   vii. the potential effect on this Agreement if the payment to the related party is made; and
   viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties’ relationship.

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

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

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

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

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

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

11. GRANTEE RESPONSIBILITY: GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement.
GRANTEE must incorporate GRANTEE’s responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor’s compliance under this Agreement.

12. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:
   a. Assignment: Notwithstanding DWS’s right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS’s written consent shall be wholly void.
   b. If GRANTEE enters into subcontracts the following provisions apply:
      i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
      ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable (“Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports”), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

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

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

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

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

c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.

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

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

e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS’s exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.

f. **Remedies for GRANTEE’s Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys’ fees and excess costs incurred by DWS in obtaining similar services.

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

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

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

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

21. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including 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.

22. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

23. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.
24. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
   
a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.

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

c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
   
   i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;

   ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

   iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

   iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

   v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

   i. If applicable, GRANTEE will provide an explanation of the client’s rights and protections under 29 CFR Part 38, including displaying DWS’ Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS’ Equal Opportunity Notice to the client and maintain a copy in the client file.

   ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.

e. **Workers’ Compensation Insurance:** GRANTEE shall maintain workers’ compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers’ compensation insurance shall cover full liability under the workers’ compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

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

26. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
27. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS’s Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

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

29. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS’s or GRANTEE’S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

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

31. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.

32. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE’s failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
   a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
   b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation
services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.

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

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

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

34. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS’s fiscal year end. Billings submitted after this date may be denied.

DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

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

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

37. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days’ notice of reduction.

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

39. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity’s accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program
expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

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

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>Federal Cost Principles</th>
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<tbody>
<tr>
<td>State/Local/Indian Tribal</td>
<td>2 CFR 200 Subpart E</td>
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<td>Governments</td>
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<td>College or University</td>
<td></td>
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<tr>
<td>Non-Profit Organization</td>
<td>48 CFR Part 31.2</td>
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<tr>
<td>For-Profit Entity</td>
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</tbody>
</table>

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

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

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

43. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
   a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
   b. Allowable under applicable cost principles.
   c. Not paid by the Federal Government under another award except where authorized by Federal statute.
   d. In accordance with the appropriate Federal grant being matched.
   e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

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

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

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

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

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

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

50. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
Attachment B: School-Age Program Grant 2020

Performance Requirements

Grantee Responsibilities
This funding is intended to support youth within school districts that are hosting exclusively online or hybrid school-day programs.

1. Service Population and Program Requirements
Grantee shall meet the following requirements:
   a. Operate a program that is Department of Workforce Services (DWS) Approved through Child Care Licensing (CCL) by either having an active:
      i. Licensed Child Care Center Status in good standing; or
      ii. License Exempt Center Status in good standing
   b. Implement health and safety protocols and practices required by CCL or more restrictive requirements set by local health authorities, which are subject to change at any time;
   c. Provide regular, formally supervised programs for school-age children, ages 5-12;
      i. Operate in-person programming from at least 8 a.m. until at least 3 p.m.,
      ii. A minimum of one, full day during the school week and a maximum of five days during the school week, Monday through Friday;
   d. Ensure group sizes do not exceed 20 youth per group;
      i. Smaller group sizes may be imposed by CCL emergency conditions, which are subject to change at any time as a result of pandemic conditions; and
      ii. Maintain an Average Daily Attendance (ADA) within your program’s identified capacity bracket:
         1. 1 - 10 school-age children
         2. 11 - 20 school-age children
         3. 21 - 30 school-age children
         4. 31 - 40 school-age children
   e. Programs shall prioritize serving students who qualify for free and reduced price lunch, or have a fee waiver from their school, and essential employees during the enrollment period.
      i. Programs may be required to prioritize additional populations or reserve a specified number of slots for school-age children from a specific population. Programs will receive at least 30 days’ notice of these types of requirements from the date the requirement is expected to be implemented.
   f. If fees are charged,
      i. Youth who qualify for free lunch/reduced lunch or a school fee waiver through the child’s Local Education Agency (LEA) - must have all fees related to programming waived. This includes participation fees, partnering club fees and any other fees related to full and equal access to all program related offerings. Registration forms must include all language regarding fee waivers; and
      ii. Grantees must offer a sliding fee scale or accept child care assistance (subsidy) for all program enrollees.
      iii. Grantees are required to distribute “Overview of Child Care Subsidy Program” English: Attachment I or Spanish: Attachment J to all enrolling families.
2. **Outreach**
   a. Programs must develop an outreach plan to raise community awareness of the program. Outreach may include the following components:
      i. Informing surrounding community of services the program is providing
      ii. Including elementary schools in distribution of outreach materials and communications
      iii. Ensuring all outreach materials produced are available in languages that represent the surrounding community
      iv. Register and host a National *Lights On! Afterschool* Event
         1. Programs are encouraged to organize an annual “Lights On!” event, and register the event on [http://www.afterschoolalliance.org/loaHostEvent.cfm](http://www.afterschoolalliance.org/loaHostEvent.cfm). *Lights On Afterschool* is a nationwide event highlighting the important role of afterschool for youth, families and communities. It is also an opportunity to facilitate program outreach, generate family involvement and garner local support.
   b. The program’s grant administrator and site coordinator must register with the *Utah Afterschool Network* (UAN) at [www.utahafterschool.org](http://www.utahafterschool.org) within one month of the execution of this agreement.

3. **Academic and Enrichment Programming**
   Programs are encouraged to provide a blend of academic and enrichment for school-age youth during the program.
   a. Academic activities may include the following:
      i. time within the schedule for students to complete online learning requirements
      ii. homework help
      iii. activities that involve academic curriculum
      iv. Literacy and Math Clubs
   b. Enrichment activities may include the following:
      i. Social Emotional Support
      ii. STEM
      iii. Art
      iv. Sports
      v. Prevention Curriculum
   c. Grantees shall not utilize grant funds to provide educational services during school hours that serve to meet academic requirements necessary for graduation credits. These include, but are not limited to:
      i. Hiring teachers to teach current school curriculum during school hours
      ii. Purchasing hardware or software that is required by the school for the student to be able to complete their school coursework
      iii. Course-specific tutoring

4. **Program Quality**
   Programs will work with a Utah Afterschool Network Program Specialist-towards improving quality through use of the UAN Quality Tool self-assessment. Areas in which the program will work will be identified by the program by evaluating program quality weaknesses identified in the Quality Tool. Improvements in program quality will be evaluated using the UAN Quality Tool
in the final month of the program. The utilization of the Quality Tool will require grantee to perform the following:

a. Within six weeks of start of program, submit to UAN:
   i. self-assessment of program utilizing the UAN Quality Tool; and
   ii. S.M.A.R.T. goals identifying two areas from the Quality Tool from “Developing Meaningful Relationships” and “Learning New Skills” areas in which the program will work toward improvement. Template provided in Attachment K.

b. In the last four weeks of program, submit to UAN:
   i. Post assessment in the final month of the program, identifying improvement in the domains; and
   ii. S.M.A.R.T. goals completion report.

5. Expense Reimbursement and Invoicing

   Funding for this grant is to be held separately from other grants and funding sources. Grantees are expected to maintain an accurate and separate accounting of grant funds for expenses incurred in the program.

   a. Program shall ensure that funds are only used for school-age programming; and
   b. Programs shall submit a budget, using template provided by the Office of Child Care (OCC) on the DWS Grants webpage, which represents one month of maximum expected expenses with their application, see Attachment E;
      i. Budget shall be reasonable with expenses and align with the number of days operating per month, not to exceed rates allowed in the budget narrative;
      ii. Budget shall be approved by the OCC;
   c. In the event that a program must temporarily close due to exposure to COVID-19 or at the direction of the Department of Health or the applicable - local health department authority.
      i. Temporary closure is defined as no more than 14 calendar days.
      ii. Programs must contact DWS, OCC Program Specialist immediately upon notification of closure and expected reopen date.
      iii. All expenses identified in the budget may be reimbursed throughout the temporary closure.
      iv. A letter from the local health authority may be required to be submitted to OCC.
   d. Programs shall submit requests for reimbursement using the reimbursement template(s) provided by DWS, OCC:
      i. Monthly
      ii. For only the expenses incurred, up to the monthly budget amount, and submit the following documentation:
         1. Month’s general ledger with receipts
         2. Monthly ADA
   e. Generally, reimbursements are paid within 30 days of receipt but may be affected by accuracy of invoice and approval by DWS Finance Division.
   f. Grantee shall submit all supporting documentation for invoiced purchases, upon request by OCC, regardless of number of fully documented invoices submitted.

6. Allowable Costs

   Grantee shall utilize grant funds in accordance with the following:
   a. Grant funding shall supplement, build upon and add to existing program funds;
   b. Grantee shall not supplant existing expenditures;
a. Grantee shall not use grant funds to replace parent fees for current program operations;
b. Expenses shall be a valid and appropriate expense, as permitted by the Child Care and Development Block Grant, 42 U.S.C. §§. 9857-9858r;
c. Expenses shall be necessary, reasonable and allocable to the program;
d. Grantee shall consult Attachment C: CCDF Allowable/Unallowable Direct Costs FY 19 when evaluating the appropriateness of an expense; and
e. Grantee shall consult with its OCC Program Specialist prior to incurring an expense to ensure it is allowable.

7. **Unallowable costs**
   Grantee shall consult Attachment C: Unallowable Costs, in addition to those items listed on Attachment C, unallowable costs include any expenses incurred to supplant, replace or supplement academic requirements during school hours as well as any hardware, software, peripherals that support school district requirements to support students in their remote education.

8. **Subcontracting**
   Grantee is solely responsible to provide program administration and may not subcontract with any entity to administer any part of the program. Program administration includes, but is not limited to:
   a. Hiring and employing the site coordinator or director;
   b. Being responsible for program structure and development;
   c. Operating as the DWS grant contact;
   d. Providing DWS with progress and financial reports;
   e. Maintaining fiscal accountability; and
   f. Ensuring program compliance and responsibility.

9. **Termination of Contract**
   OCC reserves the right to amend or terminate this contract, per the DWS Terms and Conditions contained in Attachment A, and also to include:
   a. If program is not meeting performance requirements to include lower than expected enrollment numbers; or
   b. Serving students from an LEA or LEAs that provide educational services in school building on typical hours and days.

10. **Outcomes**
    The outcomes of this grant include:
    a. All programs will improve quality based on pre- and post-quality tool assessments and two defined S.M.A.R.T. goals.
    b. All programs will provide a healthy and safe place for school-age children on distance learning days throughout the school year or until the LEA returns to providing education services in the school buildings on typical hours and days.
    c. All programs will maintain attendance records of school-age children based on the program’s expected enrollment and funding.
**Attachment C: CCDF Allowable/Unallowable Direct Costs**

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

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

Category I: INDIRECT EXPENSES

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

a. NICRA – If the organization has a federally approved rate, it must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. A NICRA is established on a cost base(s).
   - In the detail information, list the organization’s NICRA and cost base(s).
   - To determine the amount, multiply the NICRA against the established cost base(s) line item amounts listed in Category III.

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

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

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

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

Category II: DIRECT ADMINISTRATIVE EXPENSES

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

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

Category III: DIRECT PROGRAM EXPENSES

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

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

**Budget Narrative and Itemization**

**Department of Workforce Services**

---

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

<table>
<thead>
<tr>
<th>Organization:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Name:</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Allowances**

All programs must submit a budget with the application which reflects an anticipated month’s worth of expenses that are reasonable and inline with expected operating days. This budget amount shall not exceed available rates found below. The submitted monthly budget amount will be used to determine the maximum amount of funding available to the program for the duration of the contract.

<table>
<thead>
<tr>
<th>School-Age Enrollment Capacity Range</th>
<th>1 - 10</th>
<th>11 - 20</th>
<th>21 - 30</th>
<th>31 - 40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Monthly Grant Funding Available</td>
<td>$4,900.00</td>
<td>$9,800.00</td>
<td>$14,700.00</td>
<td>$19,600.00</td>
</tr>
</tbody>
</table>

**Category I - Indirect Expenses:**

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

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

**Category I Indirect Expenses**

<table>
<thead>
<tr>
<th>NICRA Rate and Base(s) - OR - De Minimis</th>
<th>Grant Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Costs</td>
<td>$</td>
</tr>
</tbody>
</table>

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

**Category II - Direct Administrative Expenses:**

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

**Category II: Indirect Expenses**

<table>
<thead>
<tr>
<th>Itemized details of line category expenses</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Material and Supplies</td>
<td></td>
</tr>
<tr>
<td>Professional Development &amp; Training</td>
<td></td>
</tr>
<tr>
<td>Professional Fees &amp; Contract Services</td>
<td></td>
</tr>
<tr>
<td>Space Costs</td>
<td></td>
</tr>
<tr>
<td>Travel &amp; Transportation</td>
<td></td>
</tr>
</tbody>
</table>
Utilities
(consistent monthly utility charges - gas, water)

<table>
<thead>
<tr>
<th>Category III: Program Expenses</th>
<th>Itemized details of line category expenses</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material and Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Fees &amp; Contract Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Travel &amp; Transportation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Development &amp; Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Category III Administrative Expenses: $ -

Total Category I, II & III Expenses: $ -

<table>
<thead>
<tr>
<th>Number of contracted months:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>category I</td>
<td>$ -</td>
</tr>
<tr>
<td>category II</td>
<td>$ -</td>
</tr>
<tr>
<td>category II</td>
<td>$ -</td>
</tr>
</tbody>
</table>

Total Contract Funding: $ -
ATTACHMENT F

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

A. This policy does not apply to Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as “Contractor”) who are required by law or by another governmental entity to obtain background checks (ie Child Care Licensing, State Universities) for employee/volunteers. In such cases, the 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/volunteer’s record shows criminal history.

B. All Contractors must obtain an annual background check for one or both of the following:

1. All employees and volunteers who have access to DWS customer confidential information must obtain a Utah Bureau of Criminal Identification (BCI) check.

2. All employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults must obtain a fingerprint-based national criminal history record check from the FBI.
   a) For contractors using Next Generation FBI fingerprint check or rap-back, a background check is only required once for employees/volunteers, for as long as the contractor is receiving notification.

C. Obtain background checks according to the Contractor’s qualifications per Utah statute.

1. The 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 Utah Code Annotated 53-10-102(19), 53-10-108, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority).

2. If the Contractor does not meet the statutory requirements referenced in section C. 1., then the Contractor shall require employees and volunteers to contact the BCI and follow the BCI procedures to obtain their 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 under the services section.

D. Contractor must immediately notify DWS if an employee/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 and/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 and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.

F. It is the Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows a conviction for any of the following offenses:

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 Utah Code 76- 5-101 et seq.
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, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.

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

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

J. Definitions

1. “Confidential information” includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, and case information.
2. “Direct service” means providing services to minor and/or vulnerable adult when the services are rendered in the physical presence of the minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
3. “Direct access” means that 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 Utah Code Ann. 62A-2-101(8).
4. “DWS Customer” is a person served with funding provided by DWS.
5. “Minor” means any person under the age of 18.
6. “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 Utah Code Ann. 76-5-111(1)(s).
**ATTACHMENT G**

**CODE OF CONDUCT**

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

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

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that he is unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

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

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

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

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

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

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

Abuse includes, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
2. Unlawful confinement.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person’s health or welfare.

5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

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

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

Neglect includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, and/or sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

NON-DISCLOSURE AGREEMENT

The Contractor/Grantee and its employees and volunteers shall 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 shall instruct all authorized personnel regarding the private nature of the information and that they are subject to State and Federal law penalties for unauthorized disclosure of information.

6. The Contractor/Grantee shall permit the Utah Department of Workforce Services (DWS) or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

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

______________________________________________
Employee/Volunteer Signature             Date

______________________________________________
Print Employee/Volunteer Name

[Rev.01/15]
Need Help Paying for Child Care?

In an effort to keep families working, the child care assistance program helps low-income families with child care expenses. The amount of child care subsidy received is determined by several factors. Your subsidy amount may not cover the total cost of child care. You are responsible to pay your child care provider for any expenses not covered by your subsidy amount.

Basic Eligibility Requirements

In order to qualify you must:

• Be authorized to work in the U.S.
• Be the parent, specified relative, or legal guardian to the child needing care — the child must be a U.S. citizen, refugee or permanent U.S. resident
• Be income eligible based upon your household size and gross monthly income
• Have a child under age 13 (or under age 18 if the child has special needs)
• Work an average of 15 hours or more per week earning at least minimum wage
• Two parent families may be eligible, please go to the website for additional information
• Need child care for purpose of employment or training — Child care may be approved for select training activities. Minimum work requirements will still need to be met
In order to utilize child care assistance, your child care provider must be licensed or certified by the Department of Health, Child Care Licensing—this includes family and friend caregivers.

**How to Apply**

Go to [jobs.utah.gov](http://jobs.utah.gov)

- Click on “Sign in” on the upper right hand corner
- Click on “myCase”
- Click on “Apply for Benefits”
- Follow the prompts to apply for child care and create a myCase account

**Need Help Finding Licensed Child Care?**

Visit [CareAboutChildCare.utah.gov](http://CareAboutChildCare.utah.gov), click on “Parents,” then “Search” and enter the appropriate search information such as your location and ages of the children you need care for. If you need additional help locating child care or free child care referral resources, just call 855-531-2468.

**For More Assistance**

Go to [jobs.utah.gov/occ](http://jobs.utah.gov/occ) and click on “Parent Resources.”

**Services to Child Care Providers**

Please go to [jobs.utah.gov/occ](http://jobs.utah.gov/occ) and click on “Provider Resources.” Providers can also email OCC@utah.gov or call 866-435-7414 (select option 5, then option 1).
¿Necesita ayuda para pagar su cuidado infantil?

En un esfuerzo para que las familias puedan seguir trabajando, el programa de asistencia para el cuidado infantil ayuda a familias de bajos ingresos con los gastos de estos cuidados. La cantidad del subsidio para cuidados infantiles es determinada por varios factores. El monto de su subsidio puede no cubrir el costo total de los cuidados infantiles. Usted es responsable por pagar a su proveedor de cuidados infantiles cualquier gasto no cubierto por su subsidio.

Requerimientos básicos para calificar

Para calificar, usted debe:

- Estar autorizado para trabajar en Estados Unidos
- Ser padre, madre, familiar especificado o guardián legal del niño que necesita cuidados — el niño/a debe ser ciudadano estadounidense, refugiado o residente permanente de Estados Unidos.
- Calificar en base al tamaño de la familia y el ingreso familiar bruto.
- Tener un niño/a menor a los 13 años (o menor a los 18 años si tiene necesidades especiales)
- Trabajar en promedio 15 horas o más por semana ganando sueldo mínimo.
- Las familias que tienen a ambos padres también pueden calificar, vaya a nuestro sitio de internet para mayor información
- Necesita cuidados infantiles para conseguir empleo o entrenamiento
  – El cuidado infantil puede ser aprobado para actividades de entrenamiento selectas — aún deben cumplirse unos requisitos mínimos de trabajo
Para utilizar la asistencia de cuidado infantil, su proveedor de cuidados infantiles debe tener licencia o estar certificado por la Oficina de Licencias de Cuidados Infantiles del Departamento de Salud, — esto incluye a proveedores de cuidados que sean sus familiares o amigos.

**Cómo hacer su solicitud**

Vaya a [jobs.utah.gov](http://jobs.utah.gov)

- Haga click en “Sign in” en la esquina superior derecha
- Haga click en “myCase”
- Haga click en “Apply for Benefits”
- Siga las indicaciones para solicitar cuidados infantiles y crear una cuenta en myCase

**¿Necesita ayuda para conseguir cuidado infantil?**

Visite [CareAboutChildCare.utah.gov](http://careaboutchildcare.utah.gov), haga click en “Parents,” y luego en “Search” y coloque la información de búsqueda apropiada tales como el lugar y la edad de los niños para quienes necesita cuidados. Si necesita ayuda para ubicar cuidados infantiles o recursos de referencia para cuidados infantiles gratuitos, sólo tiene que llamar al 855-531-2468.

**Para más asistencia**

Vaya a [jobs.utah.gov/occ](http://jobs.utah.gov/occ) y haga click en “Parent Resources.”

**Servicios para Proveedores de Cuidados Infantiles**

Vaya a [jobs.utah.gov/occ](http://jobs.utah.gov/occ) y haga click en “Provider Resources.” También puede escribir por correo electrónico a OCC@utah.gov o llame al 866-435-7414 (oprima la opción, y luego la opción 1).
## SMART Goal Template

<table>
<thead>
<tr>
<th>Goal 1</th>
<th>Goal 2</th>
<th>Goal 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SPECIFIC</strong></td>
<td><strong>MEASURABLE</strong></td>
<td><strong>ACTIONABLE</strong></td>
</tr>
<tr>
<td>What is your target for improvement?</td>
<td>How are you going to measure your improvement?</td>
<td>How are you going to meet your target and timeline?</td>
</tr>
<tr>
<td><strong>RESOURCES</strong></td>
<td><strong>TIMELY</strong></td>
<td></td>
</tr>
<tr>
<td>What resources do you need to realize your target?</td>
<td>When do you anticipate meeting your target?</td>
<td></td>
</tr>
</tbody>
</table>
Attachment L: School-Age Program Grant Application

Thank you for your interest in the School-Age Program Grant for children throughout the State of Utah. Applicants will be contacted if awarded.

If you have any questions prior to completing the application, please email: DWS-OCCafterschoolgrants@utah.gov.

1. Email address *

<table>
<thead>
<tr>
<th>Contracting Organization Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Answer the questions in section 2 for the parent organization; individual program information will be collected in section 3 of this application.</td>
</tr>
</tbody>
</table>

2. Contracting Organization Name *

3. Organization Address *

4. City *

5. Zip Code *
6. Organization Contact Name *


7. Contact Title *


8. Contact Phone *


9. Contact Email *


10. This organization is a: *

Mark only one oval.

- Government Organization
- Non-Profit Organization
- For-Profit Organization

11. State of Utah Vendor Number, if known. (if your vendor number is your SSN, please do not enter it here, you will be contacted for this information).
12. Does your organization have a DUNS number? *

*Mark only one oval.*

☐ Yes

☐ No *Skip to section 12 (Cannot continue this application.)*

---

**DUNS Number**

The D-U-N-S Number is a nine-digit non-indicative numbering sequence and is assigned at the lowest organizational level, i.e. business locations with a unique, separate, and distinct operation. The D-U-N-S Number is assigned to all types of business organizations including sole proprietorships, corporations, partnerships, non-profits, and government entities. The D-U-N-S Number is constant it stays with a business throughout the lifecycle including name, address and corporate structure changes and even bankruptcy.

13. What is your organization's DUNS number? *

---

*Skip to question 14

**Program Information**

Answer questions in Section 3 for the program site for which you are applying to host a support program with this grant.

14. Name of program site
15. This program is DWS Approved through Child Care Licensing. Our Status is (please contact child care licensing if you are not sure of your status): *

*Mark only one oval.*

- ☐ Exempt: Center Regulated
- ☐ Exempt: Afterschool DWS Approved
- ☐ Exempt: Center School Based
- ☐ Exempt: Center DWS Approved
- ☐ Exempt: Afterschool Program
- ☐ Licensed: Afterschool Program
- ☐ Licensed: Center Regulated
- ☐ None of the Above

16. Licensing Facility Number (please only enter the numbers found; for example FN12-123456 will be entered as 12123456) *

17. Program site address *

18. Program site city *

19. Program site Zip Code *
20. Program site location--County *

Mark only one oval.

- [ ] Beaver
- [ ] Box Elder
- [ ] Cache
- [ ] Carbon
- [ ] Daggett
- [ ] Davis
- [ ] Duchesne
- [ ] Emery
- [ ] Garfield
- [ ] Grand
- [ ] Iron
- [ ] Juab
- [ ] Kane
- [ ] Millard
- [ ] Morgan
- [ ] Piute
- [ ] Rich
- [ ] Salt Lake
- [ ] San Juan
- [ ] Sanpete
- [ ] Sevier
- [ ] Summit
- [ ] Tooele
- [ ] Uintah
- [ ] Utah
- [ ] Wasatch
- [ ] Washington
- [ ] Wayne
- [ ] Weber
21. Program site contact name *


22. Program site contact title *


23. Program site contact email *


24. Program site contact number *


25. How many school-age youth do you expect to serve in your program with this funding? *

   Mark only one oval.
   - [ ] 1 - 10 youth
   - [ ] 11 - 20 youth
   - [ ] 21 - 30 youth
   - [ ] 31 - 40 youth

26. When did, or when will, your program for school-age youth during the school day begin? *

   Example: January 7, 2019
27. What are your expected days of operation (check all that apply): *

Check all that apply.

☐ Monday
☐ Tuesday
☐ Wednesday
☐ Thursday
☐ Friday

28. What are your expected hours of operation (to include the mandatory timeframe between 8 - 3pm Monday - Friday)? Example: 7am - 4pm *

Skip to question 29

School District Information

29. Which neighboring school district do the school-age youth in your program primarily attend? (If your youth attend schools in other school districts, please enter full name of the main school district. Other, secondary, school district information will be answered in another question.) *

30. How is this school district operating its school day? *

Mark only one oval.

☐ Online Only
☐ Hybrid 1: School is in session 4 days a week with 1 day virtual
☐ Hybrid 2: School is in session 3 days a week with 2 days virtual
☐ Hybrid 3: School is in session 2 days a week with 3 days virtual
☐ Fully in-person school day with option for parents to choose online only
31. Is there a secondary school district that your program supports? *
   
   **Mark only one oval.**
   
   [ ] Yes   **Skip to question 32**
   
   [ ] No   **Skip to question 34**

Secondary School District Information

32. What other school district does your program support? Please enter full name of school district. *

   ____________________________

33. How is this school district operating its school day? *

   **Mark only one oval.**
   
   [ ] Online Only
   
   [ ] Hybrid 1: School is in session 4 days a week with 1 day virtual
   
   [ ] Hybrid 2: School is in session 3 days a week with 2 days virtual
   
   [ ] Hybrid 3: School is in session 2 days a week with 3 days virtual
   
   [ ] Fully in-person school day with option for parents to choose online only

Child Care Licensing

34. I have read, and understand, and will implement the health and safety protocols and practices required by the Child Care Licensing Program or more restrictive requirements set by local health authorities, which are subject to change at any time. *

   **Check all that apply.**
   
   [ ] I have read the expectations listed above for any program operating with this grant and will ensure that my program and staff are trained and follow all CCL regulations and guidance.
Please select all funding sources received by the program site for which you are applying to receive this grant. This information allows DWS, OCC to ensure that funds are not being used to supplant other funding sources. If site is selected for this grant, and receiving a USBE grant, USBE will be informed of this grant award.

35. This program site currently receives the following grant funds from DWS, OCC or USBE (check all that apply). *

Check all that apply.

☐ Afterschool Match Partnership 2020 (AMP 2020)
☐ Afterschool Quality Improvement (AQI)
☐ Intergenerational Poverty-Afterschool (IGP-A)
☐ Program Quality Enhancement (PQE)
☐ Rural or High Needs Quality Initiative (RHNQI)
☐ Summer of 2020 Supplement Grant
☐ Teen Afterschool Prevention 2.0 (TAP 2.0)
☐ USBE 21 CCLC
☐ USBE Student Success
☐ This program is not receiving any of the above grants.

36. This program is receiving, or has received, the Child Care Operations Grant? *

Mark only one oval

☐ Yes  Skip to question 37
☐ No  Skip to Question 38

Child Care Operations Grant

Before your program application can be considered, all outstanding ledgers and other required documents must be submitted to OCC. Until these are submitted, your application will be denied. Once all missing documents have been submitted, you can complete a new application for this funding.
37. This program has submitted all required monthly ledgers for the Child Care Operations Grant?

Mark only one oval.

☐ Yes

☐ No  Skip to section 13 (Cannot continue this application.)

Program Performance Requirements, to include:

Operate in-person programming, from at least 8am - at least 3pm
Serve youth ages 5 yrs - 12 yrs
Operate program a minimum of one full-day during the school week
and a maximum of five days during the school week
Ensure all Department of Health Child Care Licensing program and
local health department guidelines are followed
Ensure that group sizes do not exceed 20 youth per group
Prioritize enrollment of youth registered for free/reduced lunch and
children of essential workers
Utilize these funds exclusively for school-age programming
Ensure accurate accounting of all expenses to provide school-age
programming

*See Performance Requirements PDF for full overview of
requirements.

38. I understand the program requirements for this particular grant. If NO is selected, you will not be considered for this grant. *

Mark only one oval.

☐ Yes, I acknowledge the program performance requirements  Skip to question 39

☐ No, I do not understand OR I cannot adhere to the program requirements  Skip to section 14 (Cannot continue this application.)

Budget

Applicants will need to email the program budget as an attachment to DWS-
OCCafterschoolgrants@utah.gov with the subject line and file title "[PROGRAM
NAME]School-Age Program Grant Budget Narrative Form". Example: SuperFunTimes
Afterschool-School Age Program Grant Budget Narrative Form"
39. I have submitted or will be submitting a budget to the above email address. *

Mark only one oval.

☐ I have emailed the requested budget.

☐ I will be emailing the requested budget within 24 hours of submission of this application.

40. My budget file title is, or will be: *

Skip to question 41

In order to apply for this grant, you must have a DUNS number. You will need to close this page and see grant overview page for instructions on how to obtain a number. Once a DUNS number has been obtained, you can start a new application.

Cannot continue this application.

In order to apply for this grant, you must have submitted all outstanding documentation from the Child Care Operations Grant. Please close out this application. Once the missing documentation has been submitted, you will be able to start a new application.

Cannot continue this application.

I'm sorry, in order to apply for this grant, you must be able to comply with all program performance requirements. Please exit out of this application.

Submission Statement

41. I certify that all information in this application is true and accurate. *

Check all that apply.

☐ Yes
To return to the Department website, go to the following web address:
https://jobs.utah.gov/

The Department is an 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.

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