

Department of Workforce Services  
**Request for Grant Applications (RFGA)**

**Program Quality Enhancement Grant**  
Solicitation #22-DWS-S002



**LETTER OF INTENT DUE: Thursday, July 1st, 2021, 5pm**  
**APPLICATION DUE: Thursday, July 8th, 2021, 5pm**

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## INTRODUCTION AND OBJECTIVE/PURPOSE

### OVERVIEW

During the FY18 Utah Legislative Session, the legislature passed SB202, a bill authorizing a grant program to provide funding for certain programs offered to elementary and secondary students outside the regular school day. The bill created an ongoing appropriation of up to \$250,000 to be split evenly between the Department of Workforce Services (DWS) and Utah State Board of Education (USBE) for the purpose of awarding funds to grantees who meet predetermined criteria. DWS is tasked with running a grant competition and awarding funds to non-profit, municipal, and private agencies. The grant is being funded by the Child Care Development Fund (CCDF) and Temporary Assistance for Needy Families (TANF). Program's utilizing funding from TANF Purpose 3, reduce the incidence of out of wedlock pregnancies, through increasing student's engagement, sense of belonging, and perception of value in school.

### Eligibility

The Program Quality Enhancement (PQE) Grant is a supplemental grant to existing DWS Office of Child Care (OCC) grantees to improve or enhance the quality of their existing afterschool programs through focused professional development opportunities, as well as expand academic and prevention components within the program. This grant opportunity is available to programs that serve either or both elementary and secondary youth.

The following programs are not eligible for this grant: Organizations that have been evaluated and awarded a High Quality or High Quality Plus rating in the Child Care Quality System (CCQS) or organizations that currently hold the School Age Quality Grant through DWS, OCC.

### Grant Period of Performance

September 1, 2021 - June 30, 2022 with OCC reserving the option to extend funding for up to two (2) additional one-year periods upon satisfactory completion of the first year and pending the availability of funding.

## GRANT INFORMATION

### PROGRAM REQUIREMENTS

To be considered eligible for this grant, an organization shall:

1. Provide a regular, formally supervised afterschool program for elementary-age youth (5 – 12), secondary-age youth (13-18) or a combination of the two at program site being funded;
2. Already be in operation and meeting quality standards as described in Utah Administrative Code R277-715-3;
3. Offer programming a minimum of 10 hours per week for 32 weeks during the school year;
4. Serve a minimum of 10 youth on an average daily basis;
5. Enroll and serve at least 40 percent of youth from low-income households;
6. Provide academic programming, twice per week throughout the program year;
7. Provide prevention education activities, twice per week throughout the program year;
8. Adhere to the following fee waiver or sliding fee scale requirements:
  - a. Youth who qualify for free lunch must have all fees related to programming waived. This includes participation fees, partnering club fees and any other fees related to full and equal access to all program-related offerings.
  - b. Programs must offer a sliding fee scale for youth who qualify for reduced lunch; the sliding fee scale must include participation fees, partnering club fees and any other fees related to full and equal access to all program related offerings.
9. Collect parent permissions to have students participate in any necessary surveys or share student data as requested to fulfill the outcomes of this grant (See Attachment C).

### Program Quality Requirements

In addition to above program requirements, organizations must show commitment to increasing program quality through front-line staff focused professional development within Afterschool Peer Learning Community (PLC).

1. Organization will work with Utah Afterschool Network (UAN) representative(s) to register staff at each awarded site, for all professional development modules necessary for the completion of the PLC Cycle (one full program year);
2. Organization leadership will work with each funded program site to ensure all site staff participate in the full PLC Cycle as identified in the Peer Learning Community Framework (see Attachment D);
3. Program front-line staff will participate in all courses, meetings and surveys as identified by UAN Out-of-School Time (OST) Specialist.

## EXPECTED MEASUREMENTS AND OUTCOMES

Programs must track data to demonstrate outcomes of funded services.

The three expected outcomes for the Grant include:

1. The overall quality of the grantee's afterschool program/out-of-school time program will increase by at least .25 points as measured by SAPQA domain of Interaction, and meet a final, yearly, post-assessment score of at least a 3.0;
2. 75 percent of programs receiving this funding will demonstrate academic & prevention education improvement in students that participate 30 days or more through measures identified by program/organization; and
3. All program staff participating in Afterschool Peer Learning Community (PLC) modules and training during the school year will complete post-survey; 80 percent of staff will indicate the content learned was useful to working within programs.

## BUDGET

All eligible organizations must submit a budget for each of the program sites using the template provided by OCC. The budget shall ensure:

1. Total indirect expenses and direct administrative expenses must not exceed 10 percent of the direct program total. See *Attachment J- Budget Instructions* for instructions in completing the Budget Narrative;
2. Indirect Costs do not exceed program's Federally Approved Indirect Cost Rate or 10 percent if program does not have a Federally Approved Indirect Cost Rate;
  - a. If claiming a Federally Approved Indirect Cost Rate, programs must provide a copy of their Federally Approved Indirect Cost Rate agreement or a cost allocation plan.

## FUNDING

1. Funding sources are the Child Care Development Fund (CCDF) for elementary programs and Temporary Assistance for Needy Families (TANF) Purpose Three for secondary programs.
2. A maximum amount of up to \$15,625 per program site will be awarded, with no more than 8 elementary and 4 secondary program sites eligible for award.
3. The amount of the grant will be awarded based on the program application, evaluation criteria and funding availability.
4. Funding will be distributed on a cost reimbursement basis.
  - a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
  - b. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes.
5. Grant funds may not be used to supplant existing funds provided by any agency.

6. If an applicant holds other DWS, OCC CCDF grants, billing for this grant cannot overlap with those grants.
7. See Attachment E: CCDF Allowable/Unallowable Direct Costs for elementary-age programs.
8. See Attachment F: TANF Allowable/Unallowable Direct Costs for secondary-age programs.

## EVALUATION AND AWARD

1. Grant applications will be evaluated on a competitive basis.
2. Organizations may submit **one application that includes up to three program sites**.
3. Applicants must be available for questions or clarification during the grant review period.
4. Applicants must be available for presentations upon request.
5. Applications may score a maximum of 150 points, including any priority points. Applications scoring below 60 percent of the maximum score may not be considered.
6. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
7. Awards will be made to the applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
8. Awards may be determined to ensure statewide services.
9. 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 the applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.
10. Organizations may be awarded partial grants, as determined by DWS.

## QUESTIONS

Questions requesting clarification or interpretation of any section of this RFGA must be submitted [here](#) on or before Friday, June 25, 2021, 5 pm. All questions will be made public. All questions and written responses will be posted within 24 hours, on the DWS website at <https://jobs.utah.gov/department/rfg/index.html> for all prospective applicants to view.

## ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than Monday, June 28, 2021, 5 pm.

## PRE-AWARD DOCUMENT REQUIREMENTS

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

1. Pre-Award Risk Assessment

## APPLICATION PROCESS

### TIMELINE

- **June 10, Thursday, 10 - 11:30 am:** Pre-Proposal Meeting
- **July 1, 2021, Thursday, 5:00 pm:** Letter of Intent due (REQUIRED)
- **July 8, 2021, Thursday, 5:00 pm:** Application Submission Deadline
- **August 2021:** Anticipated Grant Award Date
- **September 1, 2021:** Award Effective Date

### PRE-PROPOSAL MEETING (optional)

- Webinar: **Thursday, June 10, 2021; 10 - 11:30 am**

DWS, OCC and USBE are inviting you to a scheduled ZoomGov meeting.  
 Topic: **PQE Pre-Proposal Meeting with DWS and USBE**  
 Time: June 10, 2021 10:00 AM Mountain Time (US and Canada)

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1608090478?pwd=Z2xDcGE0dXpja1gxTkVJcTNxVGY0UT09>

Meeting ID: 160 809 0478

Passcode: 867005

One tap mobile

+16692545252,,1608090478# US (San Jose)

+16692161590,,1608090478# US (San Jose)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 669 216 1590 US (San Jose)

+1 551 285 1373 US

+1 646 828 7666 US (New York)

Meeting ID: 160 809 0478

Find your local number: <https://www.zoomgov.com/u/ad2qcRa1e1>

## LETTER OF INTENT

1. In order for organizations to be considered for funding, applicants must submit a Letter of Intent before 5:00 pm on Thursday, July 1, 2021.
2. Letter of Intent form can be found [here](#).

## SUBMISSION REQUIREMENTS

1. Complete and submit the online application and attach required forms and documents.
2. Prior to filling out the online application, complete and compile the following documents which will be attached during submission of the application.
  - a. Forms provided by DWS:
    - i. Grant Application Narrative
    - ii. Budget Narrative and Itemization Form that includes each program site
    - iii. FFATA Certification by Subrecipients: not required for State Agencies and Component Units of the State.
    - iv. Program Site Information forms for up to three sites
  - b. Additional documents to be attached to the application:
    - i. Certificate of Insurance meeting the requirements found in the Terms & Conditions.
    - ii. Business License or Articles of Incorporation – if applicable
    - iii. 501(c)(3) Letter – if applicable
3. Attachments should be labeled with the organization's name and the name of the document.
  - a. Example: XYZ Organization FFATA Certification by Subrecipients.

## ADDITIONAL INFORMATION

1. Complete one application per organization; no more than three sites per organization.
  - a. The required application, forms and documents can be found at <https://jobs.utah.gov/department/rfg/childcare.html>.
2. Applicants must bear the cost of preparing and submitting the application.
3. Failure to comply with any part of the RFGA will result in disqualification of the application.
4. Late applications will not be accepted.
5. Applicants that do not submit all required documentation by the due date and time will not be considered complete and will be denied.
6. Do not include additional information such as pamphlets, organizational public relations information, addenda, etc.
7. DWS may request the correction of immaterial omissions during the review period. Applicants must respond within the time period provided in the request.



## SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	DUNS number
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Letter of Intent, due Thursday, July 1, 2021 5 pm

Application Checklist, Due: Thursday, July 8, 2021 5pm	
<input type="checkbox"/>	Grant Application Narrative
<input type="checkbox"/>	Budget Narrative and Itemization Form that includes budgets for each site
<input type="checkbox"/>	FFATA Certification by Subrecipients: not required for State Agencies and Component Units of the State
<input type="checkbox"/>	Certificate of Insurance meeting the requirements found in the Terms & Conditions
<input type="checkbox"/>	Business License or Articles of Incorporation – if applicable
<input type="checkbox"/>	501(c)(3) Letter – if applicable
<input type="checkbox"/>	One online application per organization with up to three sites

Submit **Letter of Intent** by Thursday, July 1, 2021 using the online form located [here](#).

**Application** must be received by Thursday, July 8, 2021 by 5 pm. Application is submitted online; no paper copies will be accepted.

### Questions:

Contract Owner: Megan Vlaming, [mvlaming@utah.gov](mailto:mvlaming@utah.gov), 385-235-1130

Contract Analyst: Kimber Burks, [kburks@utah.gov](mailto:kburks@utah.gov), 801-814-1222

**APPENDIX A**  
**Department of Workforce Services**  
**Program Quality Enhancement Grant**  
 Solicitation #22-DWS-S002  
**Grant Application Cover Sheet**

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

**Federal Tax ID #:** \_\_\_\_\_ **DUNS #:** \_\_\_\_\_  
 (If using a Social Security number, do not include on this form, DWS will contact you)

**Vendor # (if known)** \_\_\_\_\_

**This organization is doing business as:**

- Individual/Sole Proprietor  
 For-Profit Corporation  
 Non-Profit Organization (attach 501(c)(3) letter)  
 Government Agency

**Total Grant Funds Requested:** \$ \_\_\_\_\_

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

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

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

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

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

**GRANT ADMINISTRATOR** (if different from above)

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

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

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

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

**FINANCIAL ADMINISTRATOR**

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

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

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

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

**SECTION B: ATTACHMENTS**

**DWS FORMS TO PREPARE AND ATTACH:**

\_\_\_\_\_ **APPENDIX B: GRANT APPLICATION NARRATIVE**

\_\_\_\_\_ **APPENDIX C: BUDGET NARRATIVE AND ITEMIZATION FORM**

\_\_\_\_\_ **APPENDIX D: FFATA CERTIFICATION BY SUBRECIPIENTS** (not required for state agencies and component units)

\_\_\_\_\_ **APPENDIX E-1: PROGRAM SITE 1 INFORMATION**

\_\_\_\_\_ **APPENDIX E-2: PROGRAM SITE 2 INFORMATION**

\_\_\_\_\_ **APPENDIX E-3: PROGRAM SITE 3 INFORMATION**

**ADDITIONAL DOCUMENTS TO ATTACH:**

\_\_\_\_\_ **501(C)(3) LETTER-** if applicable

\_\_\_\_\_ **BUSINESS LICENSE OR ARTICLES OF INCORPORATION-** if applicable

\_\_\_\_\_ **CERTIFICATE OF INSURANCE**

**DO NOT USE**  
Fillable documents available at  
<https://jobs.utah.gov/department/rfg/pqe/index.html>

**APPENDIX B**  
**Department of Workforce Services**  
**Program Quality Enhancement Grant**  
 Solicitation #22-DWS-S002  
**Grant Application Narrative**

**Organization Name:**

**Organization Type:**

- Non-profit  
 For-profit  
 State agency  
 Local government agency

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

**Competitive Priority Points (15 Points Possible)- Check if applicable**

Requirement	Yes
1. Program will serve youth from school(s) with free lunch rates above 50 percent. (3 points)	
2. Program operates in a county with an IGP rate of 10 percent or higher. (2 points)	
3. Program operates until 5:30 p.m. or later, four days per week. (2 Points)	
4. Program operates five days per week. (2 Points)	
5. Program operates 36 weeks or more during the school year. (2 Points)	
6. Program operates in a rural county. (3 Points)	
7. Program serves ages 13-18. (1 Point)	

**1. PROGRAM QUALITY (20 points)**

- A. For each of the following, explain in detail how the program currently meets quality standards (see Utah Administrative Code R277-715-3) and include description of how quality is measured:
- i. Provides a safe, healthy, and nurturing environment for all participants.
  - ii. Develops and maintains positive relationships among staff, participants, families, schools, and communities.
  - iii. Encourages participants to learn new skills.
  - iv. Is effectively administered.
- B. Describe how this program utilizes the UAN Quality Tool to determine standards and improvement plans for this program site.

**DO NOT USE**  
Fillable documents available at  
<https://jobs.utah.gov/department/rfg/pqe/index.html>

**2. PROGRAM PARTICIPATION (10 points)**

Describe how you will recruit and retain student enrollment of the at-risk (free/reduced lunch eligible) population and encourage daily attendance in the programs.

DO NOT USE  
Fillable documents available at  
<https://jobs.utah.gov/department/rfg/pqe/index.html>

**3. ACADEMIC SUPPORT EFFORTS (30 points)**

The program will be required to balance focus on academic support for participating youth utilizing **evidence-based** curriculum, at least twice a week throughout the school year.

- A. Describe how the program will utilize evidence-based curriculum, at least twice a week, to increase student academics in reading and math engagement as well as homework support for all students in the program. Utilize SMART (specific, measurable, attainable, realistic, and time-bound) goals for your descriptions.
- B. Describe how the program will measure, track and report academic outcomes of youth. Include the assessment/measurement tool(s) to be used, how pre- assessments and post-assessments will be utilized; the overall data collection protocol, plan to obtain parental permission if needed and how outcomes will be reported.
- C. Describe how the program will coordinate with the school(s) attended by the youth in the program in order to support academic skills improvement and how often the site coordinators/group leaders will communicate with administrators and teachers at the schools attended by the youth in the program.

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

**DO NOT USE**  
Fillable documents available at

**DO NOT USE**  
Fillable documents available at  
<https://jobs.utah.gov/department/rfg/pqe/index.html>



#### **4. PREVENTION & EDUCATION COMPONENTS PROGRAMMING (30 Points)**

If the program site is currently participating in another DWS-OCC afterschool/out-of-school time program grant, prevention and education components may be aligned. Funded programs are required provide programming which includes at least **two (2)** components from the list below:

- Addiction Prevention
- Civic Engagement
- Education & Career Readiness
- Emotional Intelligence & Self-Concept
- Financial Literacy
- STI and Pregnancy Prevention (Teen Only)
- Healthy Relationship Education
- Physical Activity & Nutrition
- Positive Interpersonal Relationships
- Youth Violence & Gang Prevention

- A. Explain how the **two (2)** components were selected, the relevance to the population to be served and how the program will implement the selected components utilizing evidence-based curriculum.
- B. Describe **two (2)** SMART (specific, measurable, attainable, realistic, and time-bound) outcomes expected from utilizing prevention and education components in the afterschool program.
- C. Indicate how the prevention and education programming outcomes will be collected and reported, including mechanisms for administering pre and posttests in compliance with grant requirements.

**DO NOT USE**  
Fillable documents available at  
<https://jobs.utah.gov/department/rfg/pqe/index.html>

**5. STAFF PROFESSIONAL DEVELOPMENT (30 points)**

- A. Describe how you intend to ensure all front-line staff participate in the Peer Learning Community (PLC) courses for the entire school year.
- B. Describe how you will ensure all PLC training and supports are implemented into the programs to increase staff and student engagement as defined by the PLC coursework.
- C. Describe how you will support the UAN and DWS, OCC OST specialists in all technical support efforts, to include:
  - i. Data collection
  - ii. Program participation
  - iii. Organization-wide trainings/meetings, as deemed necessary

**DO NOT USE**  
Fillable documents available at  
<https://jobs.utah.gov/department/rfg/pqe/index.html>

**6. COST INFORMATION (15 points)**

- A. Justify the program's financial need and how the need aligns with the submitted program budget narrative and spreadsheet.
- B. Explain the need for these funds to provide quality afterschool programming.
- C. Provide a summary of how funds will be appropriately utilized over the year period of the grant that aligns with the Budget Forms from Appendix C.

**Appendix C: Department of Workforce Services  
Budget Narrative and Itemization Form**

**All planned expenses must be itemized, detailed and described for each line item.**

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

**Category I - Indirect Expenses:**

<b>Category I Indirect Expenses</b>	<b>NICRA Rate and Base(s) - OR - De Minimis</b>	<b>Grant Funds Requested</b>
Indirect Costs	~blank~	\$ -

**Cannot exceed the entity's federally approved Negotiated Indirect Cost Rate Agreement (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III Modified Total Direct Costs (MTDC) as listed.**

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

**Category II - Direct Administrative Expenses:**

<b>Category II Direct Administrative Expenses</b>	<b>Itemized Details of Grant Funds Requested</b>	<b>Grant Funds Requested</b>
Salaries	~blank~	\$ -
Fringe Benefits	~blank~	\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>	~blank~	\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture)</i>	~blank~	\$ -
Insurance	~blank~	\$ -
Material and Supplies <i>(e.g. consumable goods)</i>	~blank~	\$ -
Professional Development & Training	~blank~	\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security)</i>	~blank~	\$ -
Travel & Transportation	~blank~	\$ -
Utilities <i>(consistent monthly utility charges - gas, water)</i>	~blank~	\$ -

**Total Category I Indirect Expenses and Category II Direct Administrative**      \$ -

**For programs with youth ages 5 - 12: CCDF rule states that the aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed **10%** of total Program Expenses**

**For programs with youth ages 13 - 18: TANF rule states that the aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed **15%** of total Program Expenses**

Category III - Direct Program Expenses:		
Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
*Salaries	~blank~	\$ -
*Fringe Benefits	~blank~	\$ -
*Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)	~blank~	\$ -
Client Services (e.g. education services, employment & training, legal services, client transportation)	~blank~	\$ -
Equipment (e.g. computers, laptops, printers, furniture)	~blank~	\$ -
Insurance	~blank~	\$ -
*Material and Supplies (e.g. consumable goods)	~blank~	\$ -
*Professional Fees & Contract Services (e.g. consultants, security)	~blank~	\$ -
*Staff Travel & Transportation	~blank~	\$ -
*Staff Development & Training	~blank~	\$ -
<b>Total Category III Program Expenses</b>		<b>\$ -</b>
<b>Total Category I, Category II and Category III Expenses</b>		<b>\$ -</b>

State of Utah  
Department of Workforce Services  
**Appendix D: FFATA CERTIFICATION BY THE SUBRECIPIENT**  
(Not required for State Agencies and Component Units)

Organization Name: \_\_\_\_\_

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, or cooperative agreements?

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

**Executive Compensation**

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

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

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 23R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites (property) for the executive exceeds \$10,000.

**ATTESTATION**

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

Chief Executive Officer  
or Designee, Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Equal Opportunity Employer/Program**

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

**APPENDIX E**  
**Department of Workforce Services**  
**Program Quality Enhancement Grant**  
 Solicitation #22-DWS-S002  
**Program Site Information**

**SITE NAME:**

**SECTION A: PROGRAM INFORMATION**

The program is (please check one):

- A new program  
 An existing program

Age Group Served (check all that apply):

- 5 - 12  
 13 - 18

Days/Hours of Operation (check all that apply):

- Monday \_\_\_\_\_ (hours from/to)  
 Tuesday \_\_\_\_\_ (hours from/to)  
 Wednesday \_\_\_\_\_ (hours from/to)  
 Thursday \_\_\_\_\_ (hours from/to)  
 Friday \_\_\_\_\_ (hours from/to)

Anticipated number of weeks of program operation (SY 2021-2022): \_\_\_\_\_

Anticipated Average Daily Attendance (ADA): \_\_\_\_\_

Percentage of school's students enrolled in free lunch (SY 2019-2020): \_\_\_\_\_

**SECTION B: GEOGRAPHIC LOCATION** (Check all boxes that apply for the proposed program) Note: IGP counties are bold; \*rural counties

- |  |  |
|--|--|
| <input type="checkbox"/> Beaver County*          | <input type="checkbox"/> Piute County*           |
| <input type="checkbox"/> Box Elder County*       | <input type="checkbox"/> Rich County             |
| <input type="checkbox"/> Cache County            | <input type="checkbox"/> <b>San Juan County*</b> |
| <input type="checkbox"/> <b>Carbon County*</b>   | <input type="checkbox"/> Salt Lake County        |
| <input type="checkbox"/> Davis County            | <input type="checkbox"/> <b>Sanpete County*</b>  |
| <input type="checkbox"/> Daggett County *        | <input type="checkbox"/> <b>Sevier County*</b>   |
| <input type="checkbox"/> <b>Duchesne County*</b> | <input type="checkbox"/> Summit County           |
| <input type="checkbox"/> Emery County*           | <input type="checkbox"/> Tooele County           |
| <input type="checkbox"/> Garfield County*        | <input type="checkbox"/> <b>Uintah County*</b>   |
| <input type="checkbox"/> <b>Grand County*</b>    | <input type="checkbox"/> Utah County             |
| <input type="checkbox"/> <b>Iron County*</b>     | <input type="checkbox"/> Wasatch County*         |
| <input type="checkbox"/> Juab County             | <input type="checkbox"/> Washington County       |
| <input type="checkbox"/> Kane County*            | <input type="checkbox"/> Wayne County*           |
| <input type="checkbox"/> Millard County*         | <input type="checkbox"/> <b>Weber County</b>     |
| <input type="checkbox"/> Morgan County           |  |



**SECTION C: PROGRAM SERVICES – PLEASE SELECT THE PREVENTION EDUCATION COMPONENTS THAT WILL BE COVERED UNDER THIS GRANT (Check all boxes that apply for the proposed program)**

- |  |   |
|--|---|
| <input type="checkbox"/> Addiction Prevention                    | <input type="checkbox"/> Financial Literacy                   |
| <input type="checkbox"/> Civic Engagement                        | <input type="checkbox"/> Healthy Relationship Education       |
| <input type="checkbox"/> Education and Career Readiness          | <input type="checkbox"/> Physical Activity and Nutrition      |
| <input type="checkbox"/> Emotional Intelligence and Self Concept | <input type="checkbox"/> Positive Interpersonal Relationships |

**SECTION D: OUTCOMES - Enter your anticipated academic and prevention SMART goal outcomes for the school year (minimum of three goals)**

SMART GOAL	EXPECTED MEASURABLE OUTCOME	EVIDENCE-BASED CURRICULUM USED

<https://jobs.utah.gov/department/rfg/pqe/index.html>  
 Fillable documents available at  
 DO NOT USE

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

**1. DEFINITIONS:**

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

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

**3. CONFLICT OF INTEREST:**

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

**4. RELATED PARTIES:**

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

- ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
  - d. Upon notification of proposed related party payment, DWS may, at its discretion:
    - i. Require GRANTEE to undertake competitive bidding for the goods or services,
    - ii. Require satisfactory cost justification prior to payment, or
    - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
  - e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
    - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
    - ii. the name of the other related party;
    - iii. the relationship between the individuals identified in "i" and "ii" above;
    - iv. a description of the transaction in question and the dollar amount involved;
    - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
    - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
    - vii. the potential effect on this Agreement if the payment to the related party is made; and
    - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.
- 5. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE'S performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE'S liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.
- 6. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE'S liability, such limitations of liability will not apply to this section.
- 7. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- 8. **AMENDMENTS:** This Agreement, including the Scope of Work may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
- 9. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
- 10. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
- 11. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement.

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

**12. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**

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

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

**14. MONITORING:**

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

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

**16. AGREEMENT TERMINATION:**

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

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

- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
  - d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
  - e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
  - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
17. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the CONTRACTOR, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and CONTRACTOR agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
  18. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
  19. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
  20. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
  21. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
  22. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.
  23. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

24. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.
25. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
    - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
    - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
  - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
    - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
    - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
  - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
26. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas;

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

- Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
- c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
  - d. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.
34. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).
  35. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
  36. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
  37. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
  38. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.
  39. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.
  40. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United



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

**41. DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**

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

**Table 1: Cost Principles**

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

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

**42. ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost

Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

43. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
44. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
  - a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
  - b. Allowable under applicable cost principles.
  - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
  - d. In accordance with the appropriate Federal grant being matched.
  - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
45. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
46. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
47. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
48. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Indemnification Relating to Intellectual Property, Insurance.
49. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
50. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
51. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
52. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

## Attachment B: Program Quality Enhancement Grant Performance Requirements

The purpose of this grant is to enhance the quality of existing afterschool programs through improving academic and enrichment of students and the professional development of the staff. Grantee must perform all tasks as proposed in the Program Quality Enhancement Request for Grant Application (RFGA). As such, grantee cannot hold both the School Age Quality Grant and Program Quality Enhancement Grant. Funding will be for one year with OCC reserving the option to extend funding for up to two (2) additional one-year periods.

### **GRANTEE RESPONSIBILITIES**

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

#### **1. Service Population and Program Requirements**

- a. Program site(s) must provide a regular, formally supervised afterschool program;
- b. Elementary-age youth (5 – 12), secondary-age youth (13-18) or a combination of the two;
- c. Already be in operation and meet quality standards as described in *Attachment M -Utah Administrative Code R277-715-3*;
- d. Offer programming a minimum of 10 hours per week for 32 weeks during the school year;
- e. Serve a minimum of 10 youth on an average daily basis;
- f. Serve at least 40 percent of youth from low-income backgrounds;
- g. Provide academic programming, twice per week throughout the program year;
- h. Provide prevention education activities, twice per week throughout the program year;
- i. If fees are charged:
  - i. Youth who qualify for free lunch must have all fees related to programming waived. This includes participation fees, partnering club fees and any other fees related to full and equal access to all program-related offerings.
  - ii. Programs must offer a sliding fee scale for youth who qualify for reduced lunch; the sliding fee scale must include participation fees, partnering club fees and any other fees related to full and equal access to all program related offerings.
- j. Collect parent permissions to have students participate in any identified necessary surveys or share student data as requested to fulfill the outcomes of this grant (see *Attachment C - Student/Program Data Collection Template*).
- k. Program must meet the background check requirement outlined in *Attachment I, Criminal Background Check Requirement*. This requirement is subject to change based on revisions to federal, state or local statute or rule. License-exempt providers must comply with background check requirements stated in UT CODE 26-39: [https://le.utah.gov/xcode/Title26/Chapter39/26-39-S403.html?v=C26-39-S403\\_2017050920170509](https://le.utah.gov/xcode/Title26/Chapter39/26-39-S403.html?v=C26-39-S403_2017050920170509) .
- l. Comply with all Department of Health, Child Care Licensing Program requirements, including any health and safety requirements related to the COVID-19 pandemic.

## 2. **Grant Orientation Meeting**

The Organization's grant administrator, fiscal management staff and program coordinator must attend a 2-3 hour grant orientation meeting (TBA). If the program site coordinator changes during the grant year, the new site coordinator will be responsible for contacting the DWS Program Specialist to receive appropriate grant training.

## 3. **Staff Training**

The grantee will ensure that all staff associated with the funded site participate in the majority of professional development designed for this particular grant. At a minimum, all program site staff will participate in Peer Learning Community Framework (as identified in Attachment D):

- a. One full cycle (one full program year) of the Afterschool Peer Learning Community designed around School Age Program Quality Assessment (SAPQA) "Interaction" Domain;
  - i. Four courses throughout the school year. Each four-week course includes:
    1. Two Afterschool Peer Learning Community Cohorts lead by UAN OST Specialists;
    2. Completion of identified course modules designed to further development in SAPQA domains; and
    3. Setting professional development goals with UAN OST Specialist.
- b. In the event of program site staff turnover;
  - i. Grantee will ensure continuous participation of new staff in the remaining Afterschool Peer Learning Community courses by:
    1. Communicating of staffing change with UAN OST Specialist and DWS, OCC Contract Owner;
    2. Ensuring newly hired staff understands the expectations of participation in the Afterschool Peer Learning Community work

## 4. **Academic Programming**

Funded programs are required to use evidence-based academic curriculum and resources:

- a. Academic programming utilizing evidence-based curriculum must be offered at least twice a week during the regular school year;
- b. Curriculum must be approved by DWS, OCC and include pre/post-test components administered in the first 60 and last 60 days of the school year, respectively;
- c. Program must identify and utilize methods of measuring and tracking all students' academic progression.

## 5. **Prevention Education Components**

The program must include at least **two** prevention education components using evidence-based curriculum, incorporated at least twice a week during the regular school year, from the following:

- Addiction Prevention
- Education and Career Readiness
- Financial Literacy
- Physical Activity and Nutrition
- Youth Violence and Gang Prevention
- Pregnancy and STI Prevention (teen only)
- Civic Engagement
- Emotional Intelligence and Self Concept
- Healthy Relationship Education
- Positive Interpersonal Relationships

- a. Curriculum must be approved by DWS, OCC and include pre/post-test components administered in the first 60 and last 60 days of the school year, respectively;
- b. Program must identify and utilize methods of measuring and tracking all students' prevention methods progression.

#### 6. **Computer Use**

If the program utilizes computers, Grantee must install proper firewall software and internet filter software to prevent youth from accessing inappropriate websites.

#### 7. **Consultation and Technical Assistance**

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

#### 8. **Program Quality**

Annually, the program must meet the current standard of quality set by DWS, as measured by the *School-Age Program Quality Assessment (SAPQA)* for grades K-6 or the *Youth Program Quality Assessment (YPQA)* for grades 4 - 12 as determined by an external assessment performed by DWS, OCC or its designee.

- a. Programs will receive two observations per year:
  - i. Pre-observation will be conducted prior to October 1.
    - 1. Programs that score less than a 3.0 average on initial yearly observation will be required to create a performance plan in conjunction with DWS, OCC or its designee in order to increase SAPQA average to a minimum of 3.0 by end-of-year observation.
  - ii. Post-observation will be conducted after April 15<sup>th</sup>. Programs will show:
    - 1. A minimum overall score of 3.0; and
    - 2. An increase of at least .25 points in the "Interaction" domain compared to the pre-observation.
- b. Programs must allow DWS, OCC or its designee to conduct required observations during the school year.
- c. Direct supervisors in the Grantee's organization shall:
  - i. Ensure involvement and support of the Quality Improvement Plans;
  - ii. Actively work with program staff between visits of the assigned UAN OST specialist or USBE designee;
- d. 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.

#### 9. **Expense Reimbursement**

- a. Programs shall submit requests for reimbursement of expenses using the reimbursement template(s) provided by DWS, OCC;
- b. Generally, reimbursements are paid within 30 days of receipt but the speed of payments may be affected by accuracy of invoice and approval by DWS Finance Division;
- c. Requests for reimbursement shall be sent no less than quarterly throughout the fiscal year;

- d. Invoices shall be submitted no less than quarterly throughout the fiscal year, with backup documentation as specified by DWS; and
- e. Grantee shall submit all supporting documentation for invoiced purchases, upon request by OCC, regardless of number of fully documented invoices submitted.
- f. Grantee may utilize funds towards summer program expenses, and, in the event of summer spending, be prepared to show documentation of expenditures and rationalize usage of funds during the summer that does not supplant or overlap other DWS, OCC requested reimbursements.

#### 10. Budget

Budgets are final unless changes receive approval from OCC. Modifications to the budget require alignment with the OCC grant and the purposes and outcomes identified by the grantee in the grant application.

- a. All budget change requests shall be made to the assigned OCC Program Specialist. Based on budget change request, OCC Program Specialist shall:
  - i. Provide written approval when appropriate; or
  - ii. Request the submission of appropriate budget change form for significant budget changes.
- b. Funding in the following budget categories shall not be moved
  - i. Funding allocated to salary and fringe benefits in Category III shall not be moved to other program expenses; and
  - ii. Funding from Category III shall not be moved into Categories I or II, Administrative and Indirect Expenses.
- c. Funding may be moved out of Category II, Indirect Expenses
- d. Budget changes shall not be made in the last calendar month of each contract year;
- e. Submission of final invoices for contract terms that align with the state fiscal year, beginning July 1 and ending June 30 in a particular fiscal year shall:
  - i. Include only unreimbursed expenses incurred and received prior to June 30 of the contract year. Expenses ordered but not received by June 30 shall not be reimbursed; and
  - ii. Be submitted to OCC no later than seven business days after June 30 of the contract year.

#### 11. Allowable Costs

Grant funding is intended to supplement, build upon and add to existing program funds in order to enhance the quality of the program. Allowable costs are based on the intent of the grant. Purchases must be age-appropriate and safe for children. Any use of Federal CCDF/TANF funds must be consistent with CCDF/TANF purposes and applicable CCDF/TANF rules. Any costs charged to the CCDF/TANF program must be necessary, reasonable and allocable to the program. If there are any questions regarding allowable and unallowable costs, grantees should contact their DWS Program Specialist prior to incurring the expense to confirm an expense is allowable.

#### 12. Unallowable Costs

Grant funding cannot be used to supplant existing expenditures and must be used as an addition to existing funds for the program and not replace funds which have been funded from parent fees for current program operation. If there are any questions regarding

allowable and unallowable costs, grantees should contact their DWS Program Specialist prior to incurring the expense to confirm an expense is allowable.

### 13. Oversight

- a. Grantee must follow proper administrative and accounting procedures;
- b. Grantee may not subcontract to any entity to administer the program; and
- c. The grantee must provide program administration. This includes but is not limited to:
  - i. Hiring and employing the site coordinator or director;
  - ii. Being responsible for program structure and development;
  - iii. Operating as the DWS grant contact;
  - iv. Providing DWS progress and financial reports;
  - v. Program marketing;
  - vi. Maintaining fiscal accountability; and
  - vii. Ensuring program compliance and responsibility.

### **EXPECTED OUTCOMES**

The three expected outcomes for the Grant include:

1. The overall quality of the grantee's afterschool program/out-of-school time program will increase by at least .25 points as measured by SAPQA domain of Interaction, and meet a final, yearly, post-assessment score of at least a 3.0;
2. 75 percent of programs receiving this funding will demonstrate academic & prevention education improvement in students that participate 30 days or more through measures identified by program/organization; and
3. All program staff participating in Afterschool Peer Learning Community (PLC) modules and training during the school year will complete post-survey; 80 percent of staff will indicate the content learned was useful to working within programs.

**Attachment C: Student/Program Data Collection Template****Attention Grantee:**

To fulfill all grant data requirements, please make sure you complete all **three** templates (Participation, Family Engagement, and Professional Development).

Example template sheets are available following the blank templates.

**Participation Data**

Please use this template to report your program's attendance and participation data.

Please **do not** add, delete, or move columns.

Please complete all columns to the best of your ability for each student.

Please **do not** use a formula to link data elements to other excel workbooks.

Parent/Guardian Disclosure	Yes/No, if the parent denies sharing permission, do not include personally identifiable student information such as SSID, LSID, Name, DOB, Gender. You may include participation data for attendance.
Statewide Student Identification Number (SSID)	SSID is the student's statewide ID. A unique seven-digit number which begins with a one (1) or two (2).
Days Attended and Days of Possible Attendance	Please consider each student's unique attendance and possible attendance days. For example, if a student joins your program in the middle of the year, they will have far fewer possible days of attendance than a student who started at the beginning of the year.
Days of Activities	The number of days for a <b>single activity</b> (e.g., science) can never be higher than the Please document all activities in which each student participated for each day she or
Reporting	Complete this template. Include all of the students in your program

**Family Engagement**

Please use this template to report your program's family engagement activities.

Please **do not** add, delete, or move columns.

Please complete all columns to the best of your ability for each event.

Please **do not** use a formula to link data elements to other excel workbooks.

Organization Name	
Site Name	
Date of Activity	Date of activity. Format as MM/DD/YYYY
Time Duration	Length of time of the activity reported in minutes. For example, 1 hour = 60,
Activity Title	Activity titled
Activity Description	Describe the activity and how it targets the site's goals for this grant.
Number of Families who Attended	Total number of families who attended
Was this a Resource Event?	<b>Dropdown Box</b> Yes No
Event Partners	<b>Dropdown Box</b> Department of Health Department of Human Services Department of Workforce Services Juvenile Courts Other No Event Partner

**Professional Development**

Please use this template to report your program's staff professional development.

Please **do not** add, delete, or move columns.

Please complete all columns to the best of your ability for each staff.

Please **do not** use a formula to link data elements to other excel workbooks.

Organization Name	
Site Name	
Staff First Name	
Staff Last Name	
Staff Role	<b>Dropdown Box</b> Site Coordinator Teacher Support Staff Other
Hours of Professional Development Opportunities	Report in hours



## **Attachment D: Afterschool Peer Learning Community**

Organizations that receive this grant will work together with the Utah Afterschool Network (UAN) and Department of Workforce Services, Office of Child Care (DWS, OCC), to ensure the quality of their afterschool programs through intentional front line staff professional development. All modules and training are based upon the “Interaction” Domain of the School Age Program Quality Assessment.

### **Definitions**

- **Afterschool Peer Learning Community (PLC):** Afterschool professionals learning together and from each other that is facilitated by a coach involving completion of 4 courses.
- **Coach:** UAN OST Specialist.
- **Cohort:** A group of no more than 10 staff working together to complete courses.
- **Course:** 4-5 week period of coaching, with PLC cohort meetings at the beginning and end, as well as module completion and site check in’s.
- **Cycle:** Completion of 4 courses during the school year.
- **Domain:** A section of the SAPQA.
- **Front Line Staff:** Staff that work only in the program and are responsible for the day-to-day instruction of all students without administrative burdens.
- **Grantee:** Organization that is holding a contract of compliance to complete School Age Quality grant requirements.
- **Module:** The assigned e-learning class within each course.
- **Peer Learning Community Framework:** The designed structure of the courses and modules determined by the OST Specialist towards professional development training.
- **Staff:** Front line employees and program specific site coordinators or leaders.
- **Site Coordinators/leaders:** Directly responsible for the oversight of a singular site found in the program 100 percent of the time.
- **School Age Program Quality Assessment (SAPQA):** An evidence-based tool used to evaluate the quality of afterschool programs for school age youth.

### **Participants**

- Front-line staff
- Site Coordinators/leaders
- Lower level Management

## Timeline

- Pre Assessment Observation (UAN): September 1 - September 30
- PLC Cohort Assignments (UAN) September 1 - September 30
- Course 1: October 4 - October 29
- Course 2: November 9 - December 10
- Course 3: January 31 - February 25
- Course 4 March 7 - April 1
- Post Assessment Observation (UAN): April 11 - May 6

## Typical Course Structure

- Week 1: Participants meet as a PLC cohort
- Weeks 2 and 3: UAN checks in with each program site; participants complete assigned modules
- Week 4 (or 5): Participants meet for module and check in recap with their PLC cohort

## Attachment E: CCDF Allowable/Unallowable Direct Costs

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

<b>Allowable</b>	<b>Unallowable</b>
Non-stationary children's equipment	Rent or Mortgage Payment
Learning and play materials	Capital Expenditures exceeding \$5,000
Evidence based, developmentally appropriate curriculum and computer software as required by grant	Maintenance or repairs of building
Minor remodeling that improves health and safety of children (Must be pre-approved by OCC and a minimum of 2 bids is required)	Used equipment, furniture or materials
Expenses for activities or programming included in the grant requirements that the program does not already have in place at the time of application	Major Construction
Raise wages for existing staff above wage paid at time of application	Business expenses required by Child Care Licensing (CCL) or other regulating agencies (IE: fingerprinting costs, background checks, food permits, first aid/CPR courses)
Cleaning and Sanitation Services (reimbursed under administrative expenses not program expenses)	DVD players or gaming systems
Salary for staff that work additional hours for parent/teacher conferences or family engagement events	Office administrative equipment such as computers, printers, peripherals
Salary for staff attending classes or targeted professional development activities	Office furniture that is not directly related to the care of children
Salary for staff planning time when staff are not responsible for children	Any food expenses for meals or snacks as required by CCL
Professional Development for staff (Fees and wages for time spent in class)	Stationary playground equipment
Professional Resources for staff	Vehicle purchases, repair costs or maintenance
Consumable products such as art or paper supplies (may not exceed 5% of annual grant amount, unless otherwise specified)	Bad debts
Parent Engagement Activities required by grant	Goods or services for personal use
Presenters or contract services related to quality programming	Field trips or activities for entertainment purposes only such as movies, gaming arcades, amusement parks

<b>Pre-Approved Allowable (documentation required)</b>	Entertainment for staff (ie: amusement, entertainers, social activities, tickets to shows, outside meals, lodging)
Light refreshments or snacks for parent engagement activities required by grant, with sufficient documentation detailing the activity, cost, and attendance of event	<b>Unallowable</b>
Meal/Snacks for Staff: Pre-Approval is needed for meals/snacks for staff training or meetings charged to this grant. Will need to ensure that cost does not exceed state per diem, and sufficient documentation is provided (agenda, 10 or more staff attending the training; lasts at least 4 hours; staff sign in sheet)	Computers or iPad for use by the program youth without pre-approval from OCC
Field trips: all field trips must be pre-approved and include an educational component, support prevention components or are related to quality programming and curriculum	Out-of-State Travel without pre-approval from OCC
Program furniture directly related to the care of children (quote and usage of furniture must be emailed to OCC program specialist for approval)	Staff Performance Awards or Incentives
	Gift cards, gift certificates or cash-equivalent items
	Any payment to a family member of an owner, director, officer or board member of an organization without previous disclosure and approval by OCC
	Bank Fees
	Child Care Tuition

## Attachment F: Appropriate Uses of TANF Funds

Updated 1/14/2021

The TANF program provides funding for a wide variety of employment and training activities, supportive services, and benefits that will enable clients to get a job, keep a job, and improve their economic circumstances. As a general rule, grantees must use the available funds to assist eligible, needy families with a child and to accomplish one of the four purposes of the TANF program:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
2. Reduce the dependency of needy parents by promoting job preparation, work and marriage.
3. Prevent and reduce the incidence of out-of-wedlock pregnancies.
4. Encourage the formation and maintenance of two-parent families.

Any use of Federal TANF funds must be consistent with TANF purposes and allowable TANF rules. Any costs charged to the TANF program must be necessary, reasonable, and allocable to the program. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR 200. The following list identifies **some** possible uses of TANF funds.

Allowed	Disallowed
<ul style="list-style-type: none"> <li>● Administrative Expenditures</li> <li>● Advertising and public relations</li> <li>● Audit costs and related services</li> <li>● Bonding costs</li> <li>● Communication costs (<i>i.e. telephone services, postages, electronic or computer transmittal services</i>)</li> <li>● Compensation (<i>salaries, wages, fringe benefits, pension, retirement benefits, severance pay</i>)</li> <li>● Eligibility determination (<i>i.e. completing forms, gathering documentation</i>)</li> <li>● Equipment (<i>i.e. office equipment, furnishings, HVAC copiers, IT equipment and systems</i>)**</li> <li>● Food Service costs (<i>i.e. catered meals for trainings, meetings or conferences</i>) **</li> <li>● Indirect Costs</li> <li>● Insurance and indemnification</li> <li>● Maintenance and repairs (<i>i.e. vehicles, buildings, security, janitorial, upkeep of grounds</i>)</li> <li>● Materials and supplies</li> <li>● Meetings and conferences</li> <li>● Memberships (<i>i.e. business, professional organizations</i>)</li> <li>● Professional services</li> <li>● Publication and printing</li> <li>● Rental costs of building and equipment</li> <li>● Training and education for staff</li> <li>● Transportation costs for staff</li> <li>● Travel (<i>i.e. airfare, lodging, transportation, meals</i>)</li> <li>● Incentives **</li> </ul> <p>** Must be preapproved by the TANF Administrator and require additional justification.</p>	<ul style="list-style-type: none"> <li>● Alcoholic Beverages</li> <li>● Alumnae activities</li> <li>● Bad debts (<i>i.e. contractor debts, uncollectable accounts, collection costs, legal costs</i>)</li> <li>● Building purchases, facilities, land or real estate</li> <li>● Capital expenditures (<i>unit cost of \$5,000 or more</i>)</li> <li>● Construction (<i>i.e. new buildings, remodeling, renovation</i>)</li> <li>● Cost incurred in criminal and civil proceedings</li> <li>● Contributions or donations rendered</li> <li>● Employee morale/team building</li> <li>● Entertainment (<i>i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities</i>)</li> <li>● Entertainment related food services costs (<i>i.e. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events</i>)</li> <li>● Fines and penalties</li> <li>● Fund raising (<i>i.e. financial campaigns, endowment drives, solicitation of gifts and bequest</i>)</li> <li>● Goods or services for personal use</li> <li>● Idle facilities or idle capacity (<i>i.e. unused facilities and cost associated</i>)</li> <li>● Medical Services</li> <li>● Prescriptions or Copays</li> <li>● Participant gifts</li> <li>● Mortgage payments</li> <li>● Vehicle purchases</li> <li>● Stipends and honorariums</li> <li>● Supplanting</li> <li>● Foreign travel</li> </ul>

The following items provided to participants require TANF eligibility determination regardless of the TANF purpose the contract is under:

Basic needs (*i.e. food, clothing, shelter*)

Subsidized wages for participants

Post-secondary, occupational, vocational or basic education training for participants

Transportation costs for participants

## ATTACHMENT G

### NON-DISCLOSURE AGREEMENT

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

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

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

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Signature Date

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Print Name

## ATTACHMENT H CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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



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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

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Employee/Volunteer Signature

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Date

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Print Employee/Volunteer Name

[Rev.01/15]

**ATTACHMENT I**

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

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

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

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
  - a) provide personal protection;
  - b) provide necessities such as food, shelter, clothing, or medical or other health care;
  - c) obtain services necessary for health, safety, or welfare;
  - d) carry out the activities of daily living;
  - e) manage the adult's own resources; or
  - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.

## Attachment J: BUDGET INSTRUCTIONS

### Category I: INDIRECT EXPENSES

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

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

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

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

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

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

### Category II: DIRECT ADMINISTRATIVE EXPENSES

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

- In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs.
- Total Costs from both Category I & II cannot exceed the maximum MTDC rates:
  - 10% for CCDF programs; 15% for TANF programs
  - Direct Administrative Expenses are calculated from the MTDC as defined in Category I instructions.

**Category III: DIRECT PROGRAM EXPENSES**

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

- In the Itemized Details of Grant Funds Requested column, indicate how the cost was arrived at including all items that make up the costs.
- Item categories asterisked(\*) are considered MTDC; which can be used to determine the maximum amount allowable under Category I & II



## ATTACHMENT K: PROGRAM QUALITY ENHANCEMENT GRANT

Solicitation #22-DWS-S002

RFGA Evaluation Score Sheet

Organization: \_\_\_\_\_ Site Name: \_\_\_\_\_

Evaluator # \_\_\_\_\_ Group # \_\_\_\_\_ Application # \_\_\_\_\_

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

1. Program will serve youth from school(s) with <b>free lunch rates above 50 percent.</b> (3 points)	Yes/No	If Yes 3	<b>3 Points Possible</b>
2. Program operates in a county with an IGP rate of 10 percent or higher. (2 points)	Yes/No	If Yes 2	<b>2 Points Possible</b>
3. Program operates until 5:30 p.m. or later, four days per week. (2 Points)	Yes/No	If Yes 2	<b>2 Points Possible</b>
4. Program operates five days per week. (2 Points)	Yes/No	If Yes 2	<b>2 Points Possible</b>
5. Program operates 36 weeks or more during the school year. (2 Points)	Yes/No	If Yes 2	<b>2 Points Possible</b>
6. Program operates in a rural county. (3 Points)	Yes/No	If Yes 3	<b>3 Points Possible</b>
7. Program serves ages 13-18. (1 Point)	Yes/No	If Yes 1	<b>1 Point Possible</b>
			<b>Points Possible: 15</b>
			<b>Points Awarded: _____</b>



**1. PROGRAM QUALITY (20 POINTS POSSIBLE)**

A. For each of the following, explain in detail how the program currently meets quality standards (see Utah Administrative Code R277-715-3) and include description of how quality is measured:

- Provides a safe, healthy, and nurturing environment for all participants
- Develops and maintains positive relationships among staff, participants, families, schools, and communities
- Encourages participants to learn new skills
- Is effectively administered

B. Describe how this program utilizes the UAN Quality Tool to determine standards and improvement plans for this program site.

*A. There is a clear description of how the program meets quality standards for each above indicator. (10 Points)*

<b>Marginal (1 Point)</b>	<b>Somewhat Rigorous (3 Points)</b>	<b>Most Rigorous (5 points)</b>
<ul style="list-style-type: none"> <li>• There is little to no description of how program meets quality standards or applicant's response does not address each indicator separately.</li> <li>• There is some description of how program meets quality standards but description is vague.</li> </ul>	<ul style="list-style-type: none"> <li>• There is some description of how program meets quality standards for each of the indicators.</li> <li>• There is a thorough description for each indicator, however, the response is subjective and the applicant does not offer any objective evidence.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a clear description of how program meets quality standards for each of the indicators.</li> <li>• All responses are objective.</li> </ul>
<b>OVERALL COMMENTS:</b>		<b>Points Possible for A: 10</b>  <b>Points Awarded: _____ x 2 = _____</b>

*B. There is a clear and concise description of the usage of the UAN Quality Tool to determine the extent in which the programs are meeting the standards for high quality out-of-school time programs as well as utilizing the tool to implement continuous improvement of programs. (10 points)*

<b>Marginal (1 Point)</b>	<b>Somewhat Rigorous (3 points)</b>	<b>Most Rigorous (5 points)</b>
<ul style="list-style-type: none"> <li>• Application is not clear in describing how the program is meeting high quality standards as defined by the quality tool domains</li> <li>• Application does not provide detail as to how improvement plans are made or completed, nor does application have evidence of participating with UAN OST specialist improvement plan meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Application explains how the program is working towards high quality (above average) standards measured by the quality tool domains</li> <li>• Application explains usage of quality tool to improve program, but there is no clear result identified, nor evidence of prioritizing improvement plan sessions held with UAN OST Specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Application explains how the program is currently meeting high quality (above average) standards measured by the quality tool domains</li> <li>• Application explains in detail, how the program has been successful in utilizing the tool in the past to improve program to include participating in all available improvement plan sessions with UAN OST Specialist</li> <li>• Application shows knowledge and past efforts in working with continuous improvement of programs</li> </ul>

OVERALL COMMENTS:	<b>Points Possible for B: 10</b> <b>Points Awarded: _____ x 2 = _____</b>
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## 2. Program Participation and Services (10 POINTS POSSIBLE)

Describe how you will recruit and retain student enrollment of the at-risk (free/reduced lunch eligible) population and encourage daily attendance in the program.

*A. There is a clear plan that shows tried and effective recruitment strategies as well as parent engagement to encourage long-term attendance in the programs. (10 points)*

<b>Marginal (1 Point)</b> <ul style="list-style-type: none"> <li>The recruitment strategy is vague, without goals or possible outcomes nor does it demonstrate continuous efforts</li> <li>Retention strategy is vague, without goals or long-term outcomes</li> <li>There is little to no parent engagement detailed in the recruitment/retention strategies outlined</li> </ul>	<b>Somewhat Rigorous (3 points)</b> <ul style="list-style-type: none"> <li>The recruitment strategy is somewhat clear, but does not show efforts towards continuous recruitment or goals</li> <li>Retention strategy is somewhat clear, but does not fully explain the processes that will be taken to ensure retention</li> <li>Parent engagement strategy is passive with little outward effort on behalf of the program</li> </ul>	<b>Most Rigorous (5 points)</b> <ul style="list-style-type: none"> <li>There is a clear, continuous recruitment strategy that shows goals and how they will be reached</li> <li>There is a clear retention strategy that is multifaceted, with long term outcomes identified</li> <li>Parent engagement strategy shows active participation on behalf of the program to enhance recruitment and retention efforts</li> </ul>
OVERALL COMMENTS:		<b>Points Possible for A: 5 x 2</b> <b>Points Awarded: _____ x 2 = _____</b>

**3. ACADEMIC SUPPORT EFFORTS (20 POINTS POSSIBLE)**

The program will be required to balance focus on academic support for participating youth utilizing **evidence-based** curriculum, at least twice a week throughout the school year.

- A. Describe how the program will utilize evidence-based curriculum, at least twice a week, to increase student academics in reading and math engagement as well as homework support for all students in the program. Utilize SMART (specific, measurable, attainable, realistic, and time-bound) goals for your descriptions.
- B. Describe how the program will measure, track and report academic outcomes of youth. Include the assessment/measurement tool(s) to be used, how pre-assessments and post-assessments will be utilized; the overall data collection protocol, plan to obtain parental permission if needed and how outcomes will be reported.
- C. Describe how the program will coordinate with the school(s) attended by the youth in the program in order to support academic skills improvement and how often the site coordinators/group leaders will communicate with administrators and teachers at the schools attended by the youth in the program.

**A. There is a clear, detailed plan for increasing student academics in reading and math as well as homework support for all youth.**

<b>Marginal (1-3 Points)</b>	<b>Somewhat Rigorous (4-7 Points)</b>	<b>Most Rigorous (8 - 10 Points)</b>
<ul style="list-style-type: none"> <li>● The plan for increasing academic scores in reading and math is vague and without target numbers</li> <li>● Goals are not determinable or do not give clear goals following the SMART format</li> <li>● Homework support is appropriate for a few of the youth in the target population.</li> <li>● There is no easily identifiable evidence-based curriculum described</li> </ul>	<ul style="list-style-type: none"> <li>● The plan for increasing academic scores in reading and math is standard but does not show how each student will be targeted</li> <li>● Target numbers are overly/under ambitious for each student or do not show how the goal numbers were determined</li> <li>● Goals are determinable but do not follow the SMART format</li> <li>● Homework support is appropriate for half of the youth in the target population.</li> <li>● There is identifiable evidence-based curriculum described, but anticipated usage is not evident</li> </ul>	<ul style="list-style-type: none"> <li>● The plan for increasing academic scores in reading and math is excellent and shows how each student will be targeted</li> <li>● Target numbers are attainable for each student and evidence is presented to show the goal numbers were determined</li> <li>● Goals are determinable and clearly SMART</li> <li>● Homework support is appropriate for all of the youth in the target population.</li> <li>● There is identifiable evidence-based curriculum described, and program strategy shows how it will be incorporated</li> </ul>
<b>OVERALL COMMENTS:</b>		<b>Points Possible for A: 10</b> <b>Points Awarded: _____</b>

**B. There is a clear, detailed plan for the program to measure, track and report the academic outcomes of youth.**

<b>Marginal (1 - 3 Points)</b>	<b>Somewhat Rigorous (4 - 7 Points)</b>	<b>Most Rigorous (8 - 10 Points)</b>
<ul style="list-style-type: none"> <li>• The description shows little plans to administer pre/post assessments or other assessing measurements for each student academics or plans do not measure individual student academics</li> <li>• The plan does not include data tracking, regular collection efforts, or does not indicate that any staff is responsible for the data</li> <li>• The plan to utilize all collected data is vague or not understandable in how it will help to improve student academics</li> <li>• The plan to obtain parent permission for all data collection is not clear</li> </ul>	<ul style="list-style-type: none"> <li>• The description shows a vague plan to administer pre/post assessments and other assessing measurements for individual student academics</li> <li>• The plan describing the methods used for tracking all assessments does not seem clear, does not show that the collection will occur on a regular basis nor have a specified staff in place to ensure collection is occurring</li> <li>• The plan to utilize all collected data is not clear in how it will help to improve student academics</li> <li>• The plan to obtain parent permission for all data collection is passive or does not rely on verbalizing the need to parents</li> </ul>	<ul style="list-style-type: none"> <li>• The description shows a clear plan to administer pre/post assessments and other assessing measurements for each student academics</li> <li>• The plan clearly describes the methods used for tracking all assessments and indicates that the collection will occur on a regular basis as well as identifying the staff responsible for the collection.</li> <li>• It is clearly understood how the program will utilize all collected data to improve all student academics</li> <li>• The plan to obtain parent permission for all data collection is clear, achievable, and active</li> </ul>
<b>OVERALL COMMENTS:</b>		<b>Points Possible for B: 10</b>  <b>Points Awarded: _____</b>

***C. The coordination among the program and the school(s) attended by the youth is clear and demonstrates continuous efforts by the program to communicate with the school(s) on a regular basis in order to support the academic skills improvement of the target population. (10 Points)***

<b>Marginal (1-3 Points)</b>	<b>Somewhat Rigorous (4 - 7 Points)</b>	<b>Most Rigorous (8 - 10 Points)</b>
<ul style="list-style-type: none"> <li>• The plan for coordination and communication with the school(s) is unclear and vague.</li> <li>• There is some mention of how the program will coordinate and communication with school(s), but frequency of communications and how the plan will support academic skills improvement of target population is not mentioned.</li> </ul>	<ul style="list-style-type: none"> <li>• The plan for coordination and communication with the school(s) is general and lacks specific details.</li> <li>• There is a general plan of how program will coordinate and communicate with the school(s) and some description of frequency of communications and how the plan will support academic skills improvement of target population.</li> </ul>	<ul style="list-style-type: none"> <li>• The plan for coordination and communication with the school(s) is clear and demonstrates continuous effort.</li> <li>• The plan of how program will coordinate and communicate with the school(s) is clearly described, along with frequency of communications and how the plan will support academic skills improvement of target population.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for C: 10**

**Points Awarded:** \_\_\_\_\_

**4. PREVENTION AND EDUCATION COMPONENTS PROGRAMMING (30 POINTS POSSIBLE)**

- A. Explain how the **two (2)** components were selected, the relevance to the population to be served and how the program will implement the selected components utilizing evidence-based curriculum.
- B. Describe two **(2)** SMART (specific, measurable, attainable, realistic, and time-bound) outcomes expected from utilizing prevention and education components in the afterschool program.
- C. Indicate how the prevention and education programming outcomes will be collected and reported, including mechanisms for administering pre and post tests in compliance with grant requirements.

*A. There is clear connection between selected prevention and education component(s) and the population to be served that is supported by data, how components will be implemented, and what evidence-based curriculum will be utilized. (10 Points)*

<b>Marginal (1 Point)</b>	<b>Somewhat Rigorous (3 Points)</b>	<b>Most Rigorous (5 Points)</b>
<ul style="list-style-type: none"> <li>There are few or weak links between the proposed prevention and education components and the population served.</li> <li>The applicant states a vague plan for addressing the prevention and education components, but no mention of curriculum to be utilized.</li> </ul>	<ul style="list-style-type: none"> <li>There is a description of the selected prevention and education components, but lacks data to support the relevance.</li> <li>The program generally describes the prevention and education components and program implementation is addressed. Curriculum is not evidence-based.</li> </ul>	<ul style="list-style-type: none"> <li>There is a detailed description of how the prevention and education components were intentionally selected, and the relevance to the population served, supported by data.</li> <li>There is a detailed plan for how the program will address and implement the prevention and education components. A description of evidence based curriculum is provided.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 10**

**Points Awarded:** \_\_\_\_\_ **x 2 =** \_\_\_\_\_

*B. There are detailed descriptions (specific, measurable, attainable, realistic, and time-bound) of outcomes expected from utilizing prevention and education components in out-of-school time program. (10 Points)*

<b>Marginal (1 Point)</b>	<b>Somewhat Rigorous (3 Points)</b>	<b>Most Rigorous (5 Points)</b>
<ul style="list-style-type: none"> <li>The outcomes expected from prevention and education components are vague.</li> </ul>	<ul style="list-style-type: none"> <li>Most of the outcomes expected from prevention and education components are general and lacks specific details.</li> </ul>	<ul style="list-style-type: none"> <li>All outcomes expected from prevention and education components are specific, measurable, attainable, realistic, and time-bound.</li> </ul>

<b>OVERALL COMMENTS:</b>	<b>Points Possible for B:</b>  <b>10 Points Awarded:</b> _____ <b>x 2 =</b> _____
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<b>C. There is a clear, detailed plan for the program to measure, track and report prevention and education components programming outcomes. (10 Points)</b>		
<p style="text-align: center;"><b>Marginal (1 Points)</b></p> <ul style="list-style-type: none"> <li>• The plan for measuring, tracking and reporting prevention and education components outcomes is vague.</li> <li>• There is some mention of collection of prevention and education components outcomes data, but the type, frequency, methods and reporting details are unclear.</li> </ul>	<p style="text-align: center;"><b>Somewhat Rigorous (3 Points)</b></p> <ul style="list-style-type: none"> <li>• The plan for measuring, tracking and reporting prevention and education components outcomes is general and lacks specific details.</li> <li>• There is a general plan to collect prevention and education components outcomes data and some description of data collection methods and reporting details.</li> </ul>	<p style="text-align: center;"><b>Most Rigorous (5 Points)</b></p> <ul style="list-style-type: none"> <li>• Details are provided about prevention and education components outcomes data collection efforts and how the data will be used to continuously design the program.</li> <li>• The plan clearly describes the methods used for collection of prevention and education components outcomes data, indicates that the collection will occur on a regular basis.</li> </ul>
<b>OVERALL COMMENTS:</b>		<b>Points Possible for C: 10</b>  <b>Points Awarded:</b> _____ <b>x 2 =</b> _____

**5. STAFF PROFESSIONAL DEVELOPMENT (30 POINTS POSSIBLE)**

- A. Describe how you intend to ensure all front-line staff participate in the PLC courses for the entire school year.
- B. Describe how you will ensure all PLC training and supports are implemented into the programs to increase staff and student engagement as defined by the PLC coursework.
- C. Describe how you will support the UAN and DWS, OCC OST specialists in all technical support efforts, to include:
- Data collection
  - Program participation
  - Organization-wide trainings/meetings, as deemed necessary

*A. There is a clear plan to engage all front-line staff within this training series, to include staff recruitment plans, plans for supporting extra hours necessary for completion, what will happen when there is staff turnover, and staff awards for successful completion. (10 points)*

<b>Marginal (1 Point)</b>	<b>Somewhat Rigorous (3 points)</b>	<b>Most Rigorous (5 points)</b>
<ul style="list-style-type: none"> <li>There is little or no description of the program's plan for engaging all front-line staff with the PLC training series.</li> <li>There are little or no descriptions of how the organization will address required training when there is staff turnover.</li> <li>Little or no details about how staff will be supported and rewarded to complete the full training series.</li> </ul>	<ul style="list-style-type: none"> <li>There is some description of the program's plan for engaging all front-line staff with the PLC training series.</li> <li>There is some detail as to how the organization will address continuous training when there is staff turnover.</li> <li>Some details about how staff will be supported and rewarded to complete the full training series.</li> </ul>	<ul style="list-style-type: none"> <li>There is a clear description of the program's plan for engaging all front-line staff with the PLC training series.</li> <li>There is a detailed description of the steps that will be taken to address continuous training in the event of staff turnover.</li> <li>Specific details about how staff will be supported and rewarded to complete the full training series.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 10**

**Points Awarded:** \_\_\_\_\_ x 2 = \_\_\_\_\_

*B. Strategies and personnel have been identified with key responsibilities to ensure staff engagement with instruction and implementation of training into program sites. (10 points)*

<b>Marginal (1 Point)</b>	<b>Somewhat Rigorous (3 points)</b>	<b>Most Rigorous (5 points)</b>
<ul style="list-style-type: none"> <li>The program does not have personnel in place to specifically ensure staff engagement with all trainings</li> <li>There are little or no details of how it will ensure trainings are implemented into the program structure</li> </ul>	<ul style="list-style-type: none"> <li>The program has different personnel identified to ensure staff engagement and implementation of trainings into program site</li> <li>The program has some description of how it will ensure all trainings are implemented into the program structure</li> </ul>	<ul style="list-style-type: none"> <li>The program has a specific person identified to ensure staff engagement and implementation of training's into program site</li> <li>The program has a clearly identified process of how it will ensure all trainings are implemented into the program structure</li> </ul>



<p><b>OVERALL COMMENTS:</b></p>	<p><b>Points Possible for B: 10</b></p> <p><b>Points Awarded:</b> _____ <b>x 2 =</b> _____</p>
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*C. There is a clear plan to ensure support and personnel are in place to assist with all UAN and OCC specialists in all technical support efforts, to include data collection, program participation and organization wide training/meetings. (10 points)*

<p style="text-align: center;"><b>Marginal (1 Point)</b></p> <ul style="list-style-type: none"> <li>• The program does not have personnel in place to specifically ensure that all technical support and data collection efforts of UAN or DWS, OCC are met</li> <li>• There is no plan for collaboration with UAN or OCC specialists</li> </ul>	<p style="text-align: center;"><b>Somewhat Rigorous (3 points)</b></p> <ul style="list-style-type: none"> <li>• The program has different personnel identified to ensure that all technical support and data collection efforts of UAN or DWS, OCC are met</li> <li>• There is a vague plan for collaboration with UAN or OCC specialists</li> </ul>	<p style="text-align: center;"><b>Most Rigorous (5 points)</b></p> <ul style="list-style-type: none"> <li>• The program has a specific person identified to ensure that all technical support and data collection efforts of UAN or DWS, OCC are met</li> <li>• There is a clear strategy for collaboration with UAN or OCC specialists</li> </ul>
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<p><b>OVERALL COMMENTS:</b></p>	<p><b>Points Possible for C: 5 x 2</b></p> <p><b>Points Awarded:</b> _____ <b>x 2 =</b> _____</p>
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<b>6. COST INFORMATION (15 POINTS POSSIBLE)</b> A. Justify the program's financial need and how the need aligns with the submitted <i>Budget Form</i> . B. Explain the need for these funds to provide a quality out-of-school time programming. C. Provide a summary of how funds will be appropriately utilized over the one year period of the grant that aligns with <i>Budget Form Narrative and Itemization List</i> .		
<b>A. There is a clear explanation of how and why the funds will provide quality out-of-school time programming and support needs of target population.(5 Points)</b>		
<b>Marginal (1 Point)</b> <ul style="list-style-type: none"> <li>There is none or little explanation of how and why funds will provide quality programming.</li> <li>Little or no mention of how funds will support needs of target population.</li> </ul>	<b>Somewhat Rigorous (3 Points)</b> <ul style="list-style-type: none"> <li>There is a general explanation of how and why funds will provide quality programming.</li> <li>Some mention of how funds will support needs of target population.</li> </ul>	<b>Most Rigorous (5 Points)</b> <ul style="list-style-type: none"> <li>There is a clear explanation of how and why funds will provide quality programming.</li> <li>Details are mentioned of how funds will support needs of target population.</li> </ul>
<b>OVERALL COMMENTS:</b>		<b>Points Possible for A: 5</b>  <b>Points Awarded: _____</b>
<b>B. An intentional plan of how funds will be utilized during the grant period is described and aligns with Budget Form Narrative and Itemization list (5 points)</b>		
<b>Marginal (1 Point)</b> <ul style="list-style-type: none"> <li>There is no plan or a vague plan for how funds will be utilized during the grant period.</li> <li>None or little alignment with <i>Budget Form</i>.</li> </ul>	<b>Somewhat Rigorous (3 Points)</b> <ul style="list-style-type: none"> <li>There is a general plan for how funds will be utilized during the grant period.</li> <li>Some alignment with Budget Form V.</li> </ul>	<b>Most Rigorous (5 Points)</b> <ul style="list-style-type: none"> <li>There is a specific and intentional plan for how funds will be utilized during the grant period.</li> <li>Clear, intentional alignment with <i>Budget Form</i></li> </ul>
<b>OVERALL COMMENTS:</b>		<b>Points Possible for B: 5</b>  <b>Points Awarded: _____</b>

*C. The stated costs within the budget narrative and spreadsheet are detailed and reasonable in relation to the number of youth to be served. (5 points)*

<p style="text-align: center;"><b>Marginal (1 Points)</b></p> <ul style="list-style-type: none"> <li>● Costs are not addressed, or description is vague making it difficult to determine if stated costs are reasonable in relation to the number of youth to be served.</li> <li>● Not all line items costs are itemized, detailed and purposeful.</li> </ul>	<p style="text-align: center;"><b>Somewhat Rigorous (3 Points)</b></p> <ul style="list-style-type: none"> <li>● There is some detail provided to show that stated costs are reasonable in relation to the number of youth to be served.</li> <li>● Most line items costs are itemized, detailed and purposeful.</li> </ul>	<p style="text-align: center;"><b>Most Rigorous (5 Points)</b></p> <ul style="list-style-type: none"> <li>● Sufficient detail is provided to demonstrate that stated costs are reasonable in relation to the number of youth to be served.</li> <li>● All line items costs are itemized, detailed and purposeful.</li> </ul>
<p><b>OVERALL COMMENTS:</b></p>		<p><b>Points Possible for B: 5 Points</b></p> <p><b>Awarded:</b> _____</p>

**TOTAL EVALUATION POINTS**

**OVERALL COMMENTS:**

**TOTAL Competitive Priority Points Possible: 15**

**OTAL Competitive Priority Awarded: \_\_\_\_\_**

**TOTAL Proposal Narrative Points Possible: 135**

**TOTAL Proposal Narrative Points Awarded: \_\_\_\_\_**

**TOTAL POINTS POSSIBLE: 150**

**TOTAL POINTS AWARDED: \_\_\_\_\_**

## ATTACHMENT L: UTAH ADMINISTRATIVE CODE R277-715-3

### **R277. Education, Administration.**

#### **R277-715. Out-of-School Time Program Standards.**

##### **R277-715-1. Authority and Purpose.**

(1) This rule is authorized by:

- (a) Utah Constitution Article X, Section 3, which vests general control and supervision over public education in the Board;
- (b) Subsection 53E-4-301(4), which allows the Board to make rules to execute the Board's duties and responsibilities under the Utah Constitution and state law; and
- (c) Section 53E-3-508, which requires the Board to adopt rules to set standards for high quality out-of-school time programs.

(2) The purpose of this rule is to set standards for high quality out-of-school time programs, and establish the programs required to adopt those standards.

##### **R277-715-2. Definitions.**

(1) "Assessment tool" means the Utah After-school Program Quality Assessment and Improvement Tool developed by a statewide multi-agency stakeholder group, and administered by the Utah After school Network.

(2) "Out-of-school time" means time that a student at a participating program is engaged in a learning environment that is not during regular school hours, including before school, after school, and during the summer.

(3) "Participating program" means a program that receives funds from the Board or from the Department of Workforce Services to support the program's out-of-school time programming.

##### **R277-715-3. Requirements and Standards for High Quality Out-of-School Time Programs.**

(1) A participating program shall:

- (a) use the assessment tool to determine the extent to which the program is meeting the standards described in this Section;
- (b) ensure that it is working toward achieving the standards described in this Section; and
- (c) collect and submit student attendance data to the Superintendent in a format prescribed by the Superintendent.

(2) The Superintendent shall provide for a flag in a student's data file to indicate the student's attendance in a participating program.

(3) The safety standard includes the following components in order to provide a safe, healthy, and nurturing environment for all participants, including that:

- (a) staff are professionally qualified to work with program participants;
- (b) policies and procedures are established and implemented to ensure the health and safety of all program participants;
- (c) program participants are carefully supervised to maintain safety;
- (d) a transportation policy is established and communicated to staff and families of participants; and
- (e) a consistent and responsive behavior management plan is established and implemented.

(4) The relationships standard includes the following components in order to develop and maintain positive relationships among staff, participants, families, schools, and communities, including that:

- (a) staff and participants know, respect, and support each other;
- (b) the program communicates and collaborates with the school and the community; and
- (c) the program fosters family involvement to support program goals.

(5) The skills standard includes the following components in order to encourage participants to learn new skills, including that:

- (a) participants are actively engaged in learning activities that promote critical thinking, creative thinking, and that build on the individual's interests and strengths;
- (b) the program aligns academic support and interventions to the school-day curricula to address student learning needs; and
- (c) the program offers a variety of life skill activities and needs-based support to promote leadership skills, personal growth, and responsible behaviors toward self and others.

(6) The administration standard includes the following components in order to ensure that the program is effectively administered, including that the program:

- (a) has established a plan for increasing capacity, ensuring program quality, and promoting sustainability, including sound fiscal management;
- (b) establishes and consistently implements clearly-defined policies and procedures; (c) recruits, hires, and trains diverse and qualified staff members who value and nurture all participants; and
- (d) provides professional development and training opportunities to enhance staff job performance.

**KEY: out-of-school time, programs, standards, students**

**Date of Enactment or Last Substantive Amendment: November 7, 2016**

**Notice of Continuation: November 14, 2019**

**Authorizing, and Implemented or Interpreted Law: Art X Sec 3; 53E-3-401(4); 53E-3-508**

# Office of Child Care

Creating Quality Child Care



## 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



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CHILD CARE

[jobs.utah.gov/occ](https://jobs.utah.gov/occ)



- 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](https://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](https://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](https://jobs.utah.gov/occ) and click on “Parent Resources.”

## Services to Child Care Providers

Please go to [jobs.utah.gov/occ](https://jobs.utah.gov/occ) and click on “Provider Resources.” Providers can also email [OCC@utah.gov](mailto:OCC@utah.gov) or call 866-435-7414 (select option 5, then option 1).



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### *Equal Opportunity Employer/Program*

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

# Oficina de Cuidado Infantil

Creando un Cuidado Infantil de Calidad



## ¿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



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[jobs.utah.gov/occ](https://jobs.utah.gov/occ)

- 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](https://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](https://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](https://jobs.utah.gov/occ) y haga click en “Parent Resources.”

## Servicios para Proveedores de Cuidados Infantiles

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



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### *Programa de Empleador de Oportunidad Igualitaria*

Disponemos de ayuda y servicios auxiliares para individuos con discapacidades que los soliciten llamando al (801) 526-9240. Los individuos con impedimentos del habla y/o de audición, pueden llamar a Relay Utah marcando al 711. Relay Utah en español: 1-888-346-3162.