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# Youth Mentoring & Afghan Youth Mentoring

RFGA

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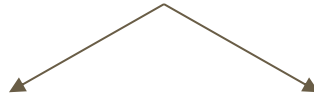
# Introductions

- Kira DeLong, Contract Owner
- Kevin Augustin, Contract Analyst, Youth Mentoring (YM)
- Sarah Smith, Contract Analyst, Afghan Youth Mentoring (ASA YM)
- Desirae Christiansen, Fiscal Grant Manager
- Joe Edman, Fiscal Grant Manager
- Kim Carter, Contracts Team Supervising Manager

# Grant Purpose

DWS is requesting grant applications from organizations currently providing youth services or refugee services. The objective of this grant is to provide eligible Afghan or refugee youth populations ages 15-24 with youth mentoring services, including but not limited to, youth assessments, case management, mentor recruitment and management, and individual or group activities related to identified youth needs and goals (see Office of Refugee Resettlement ([ORR](#)) [Policy Letter 19-02](#) – Youth Mentoring Program under ORR YM Funding).

**Two Grants**  
**(you can apply for both)**



**ASA Youth Mentoring**

**Youth Mentoring**

# Who May Apply?

## Minimum Requirements

1. This application is limited to organizations currently providing youth services or refugee services.
2. The organization must have a current Employer Identification Number (EIN) from the IRS to apply.
3. All organizations selected for the award will be expected to work closely with DWS.
4. All organizations selected for the award must provide services in Utah.

## Who May Apply:

Any Sole Proprietor, Government Entity, Non-Profit, or For-Profit Organization that meets the minimum requirements listed.

# Grant Application Timeline

**Pre-Proposal Meeting (optional):** January 31, 2023 from 1:00-3:00pm MST

**Letter of Intent Deadline:** February 10, 2023 by 5:00pm MST

**Final Addenda Posted:** February 19, 2023 by 5:00pm MST

**Questions Deadline:** February 19, 2023 by 5:00pm MST

**Application Deadline:** February 24, 2023 by 5:00pm MST

**Notice of Award:** March 2023

**Program Start Date:** April 1, 2023

**Program End Date:** September 30, 2024

# Expected Outcomes

The outcomes and outputs for this contract shall be based on the outcomes and outputs the Grantee lists in *Appendix B - Program Narrative* and upon evaluation and negotiation from DWS.

Established outcomes shall be monitored both through monthly meetings between the DWS Contract Owner and the Grantee, and through a contract monitoring process.

1. Monitoring shall be conducted by DWS to determine compliance of this contract. The frequency of monitoring shall be at the discretion of DWS.
2. Semi-annual outcomes and results reported by Grantee will be verified and validated during the monitoring process or desk review by utilizing a 10% or higher case sample, with a minimum of ten (10) and maximum of 50, or all of less than ten (10) program participants.
3. Monitoring may include, but is not limited to, site visits, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.

# How to Apply

## Submission Instructions

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 to Appendix A - Grant Application Submission Form during submission of the application.
  - a. Forms provided by DWS:
    - i. Appendix B – Program Narrative
    - ii. Appendix C – Budget Narrative and Itemization Form
    - iii. Appendix D – FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the State)
  - b. Additional documents to be attached to the application, not provided by DWS:
    - i. Insurance Certificate (not required for government entities)
    - ii. Business License or Articles of Incorporation (if applicable)
    - iii. 501 (c)(3) Letter (if applicable)
    - iv. Indirect Cost Rate or Cost Allocation Plan (if applicable)

# Additional Submission Information

1. Only one application will be accepted per EIN.
2. One or multiple applicants may be awarded.
3. Applicant must bear the cost of preparing and submitting the application.
4. Failure to comply with any part of this RFGA may result in disqualification of the application.
5. Late applications will not be accepted.
6. Applications that do not include all required documentation may not be considered complete and may be denied.
7. Do NOT include additional information such as pamphlets, organizational public relations information, or addenda.
8. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.
9. By submitting an application, the applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content or requirements of this RFGA, including the Scope of Work must be addressed during the Q&A period. Exceptions do not preclude the right to submit an Application. The applicant further acknowledges they have read the RFGA, including all attached or referenced documents.



# Questions?

Please submit any questions regarding the RFGA via the appropriate form.

A list of all submitted questions and answers is available in their respective Q&A pages.

1. Question and Answer period closes on date and time specified on the cover page.
2. Questions must be submitted through the link provided on the cover page, during the Question and Answer period.
3. Questions may include notifying DWS of any ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
4. Questions may be answered individually or may be compiled into one document.
5. Questions may also be answered via an addendum.
6. An answered question or an addendum may modify the specification or requirements of this RFGA.
7. Applicants should periodically check for answered questions and addenda before the closing date.

# Submission Checklist

## **Pre-Application Checklist:**

- Unique Entity Identifier (UEI) number
- Letter of Intent, Due February 10, 2023 at 5:00pm MST

## **Application Checklist:**

- Appendix A: Grant Application Submission Form
- Appendix B: Program Narrative
- Appendix C: Budget Narrative and Itemization Form
- Appendix D: FFATA Certification by Subrecipient (not required for State Agencies and Component Units of the State)
- Business License or Articles of Incorporation (if applicable)
- 501(c)(3) Letter (if applicable)
- Indirect Cost Rate Letter or Cost Allocation Plan (if applicable)

# Budget

- Attachment C - Budget Instructions
  - ASA YM of Request for Grant Application (pg. 25)
  - YM of Request for Grant Application (pg. 24)
- 18 Month Budget
  - Budget accordingly
  - Adhere to approved budget
- Category I: Indirect Expenses
  - Use this category if your organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or chooses to use the de Minimis rate
- Category II: Direct Administrative Expenses
  - Use this category if your organization does not have a NICRA, does not choose the de Minimis rate, or has administrative expenses that are not part of the NICRA established cost base(s).
- Category III: Direct Program Expenses
  - Use this Category for the direct Program expenses. Costs should be reasonable, necessary and allowable under the grant proposal and federal regulations.

Appendix C Budget Narrative and Itemization Form Department of Workforce Services		
<i>All planned expenses must be itemized, detailed and described for each line item.</i>		
<b>Organization:</b>		
<b>Contract Dates:</b>	April 01, 2023 - September 30, 2024	
<b>Category I - Indirect Expenses:</b>		
<p>a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA), the NICRA <b>must</b> be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct charged can be listed in Category II.</p> <p>b) De Minimis - If the organization <u>does not</u> have a NICRA and chooses a <b>de minimis rate</b>, Category I <b>must</b> be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. No expenses should be entered into Category II if choosing the de minimis rate.</p>		
<b>Category I Indirect Expenses</b>	<b>NICRA Rate and Base(s) - OR - De Minimis</b> <i>Please state your indirect cost rate.</i>	<b>Grant Funds Requested</b>
Indirect Costs		\$ -
<i>Cannot exceed the entity's federally approved indirect cost rate (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III expenses as listed in the notes below.</i>		
<b>Category II - Direct Administrative Expenses:</b>		
If the organization <b>DOES NOT</b> have a NICRA and chooses not to use the de minimis rate, the organization <b>must</b> use Category II if charging Direct Administrative Expenses.		
<b>Category II Direct Administrative Expenses</b>	<b>Itemized Details of Grant Funds Requested</b>	<b>Grant Funds Requested</b>
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture)</i>		\$ -
Insurance		\$ -
Material and Supplies <i>(e.g. consumable goods)</i>		\$ -
Professional Development & Training		
Professional Fees & Contract Services <i>(e.g. consultants, security)</i>		\$ -

# Budget and Expense Reimbursement

During the contracted period, awarded Grantee(s) shall:

- A. Adhere to the DWS approved budget set forth in Appendix C – Budget Narrative and Itemization Form.
- B. Grantee shall submit requests for reimbursement of allowable expenses using the reimbursement billing template provided by DWS.
- C. Expense reimbursement is dependent upon timely submission of reports and report extensions will be considered only under extreme circumstances.
- D. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
- E. Processing times for payments are determined by accuracy of invoices, approval by DWS Finance Division, and timely submission of program reports.
- F. Provide back-up documentation until DWS advises that the back-up documentation needs to be kept in house but does not need to be provided with each invoice.
- G. All documentation that supports the expenses being reimbursed need to be kept on site and available upon request from DWS.
- H. Changes to the budget must be approved by DWS prior to expenditures.

# Evaluation & Award

1. Grant applications will be evaluated on a competitive basis.
2. Applicants must be available for questions or clarification during the grant review period.
3. Applicants must be available for presentations upon request.
4. Applicants may score a maximum of 70 points, including any priority points. Applications scoring below 42 may not be considered.
5. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
6. DWS may award partial grants.
7. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
8. Organizations previously receiving funding from DWS should be in good standing to be considered for a Grant. Organizations not in good standing may not be considered for this Grant.
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. A [GRAMA Claim of Business Confidentiality](#) must be submitted via email to the Contract Analyst prior to the RFGA due date.

# Priority Points

During the evaluation process, the following priority points will be given and must be described in the application narrative:

1. Three (3) points to applications with programs that have experience serving refugee youth.
2. Three (3) points to applications providing services to eligible girls and young women through availability of girl-specific programming, female staff, female mentors, or female volunteers.
3. Four (4) points to applications providing activities or programming in all nine (9) secondary programming areas.



— **Scope of Work** —



# Eligible YM Populations

- A. Pursuant to 45 CFR Part 400, Office of Refugee Resettlement (ORR)-funded services are limited to those refugees and ORR-eligible populations who meet the immigration status and identification requirements in [Subpart D of part 400](#). Service providers must obtain the appropriate documentation prior to providing services.
- B. Ensure individuals receiving services under this Agreement meet the immigration status and identification criteria as well as Federal regulation [45 CFR 400.152\(b\)](#), which limits services provided by federal funding to 5 years (60 months) from their date of eligibility, except for citizenship and naturalization preparation and referral and interpretation services. Verification of this requirement shall be included in the case file.



# Eligible Afghan YM Populations

- A. Afghan populations identified in [ORR Policy Letter 22-01](#) are eligible for services provided under this Agreement.
- B. Pursuant to 45 CFR Part 400, Office of Refugee Resettlement (ORR)-funded services are limited to those refugees and ORR-eligible populations who meet the immigration status and identification requirements in [Subpart D of part 400](#). Service providers must obtain the appropriate documentation prior to providing services.
- C. Ensure individuals receiving services under this Agreement meet the immigration status and identification criteria as well as Federal regulation [45 CFR 400.152\(b\)](#), which limits services provided by federal funding to 5 years (60 months) from their date of eligibility, except for citizenship and naturalization preparation and referral and interpretation services. Verification of this requirement shall be included in the case file.

# Grantee Responsibilities

As part of the Afghan YM and YM programs, Grantees are **required** to:

- A. Perform an initial assessment of the needs and goals of the youth and develop a plan to meet those needs through educational, vocational, and social activities.
- B. Provide case management that includes documenting services provided and the progress of each youth toward meeting the youth's needs and goals.
- C. Recruit and train mentors on how to support refugee youth.
- D. Conduct a background check on all mentors.

# Grantee Responsibilities

Activities under the Afghan YM and YW programs must focus around one or more of the following areas:

- A. Development of social and life skills.
- B. Helping youth to learn American culture while maintaining and celebrating the youth's cultural heritage.
- C. Providing opportunities for social engagement with peers.
- D. Providing information about opportunities to participate in civic and community services activities.
- E. Supporting youth in learning English, math, and academic skills.
- F. Providing academic support, such as helping with homework, assisting with transitions in school such as the transition between middle school and high school or high school to post-secondary education.
- G. Helping youth with career development including skill building, resume drafting, worker's rights, and training opportunities.
- H. Supporting youth in developing health and financial literacy.
- I. Development of an incentive program that encourages youth to participate in the ASA YM and YW programs. Incentives may include but are not limited to paying registration fees or tuition costs for educational, vocational, apprenticeships, and career development activities or providing donated goods such as computers.

Priority Points:

- A. Providing activities or programming in all nine (9) secondary programming areas (4 points).
- B. Providing services to meet the needs of girls and young women, who are historically underrepresented in youth programming (3 points).

# Grantee Responsibilities

Grantee may provide the following activities to facilitate client access to youth mentoring services:

1. Transportation and Lodging
  - a. Grantee is authorized to provide transportation or lodging, in support of youth mentoring services, when necessary to ensure that a client is able to attend relevant appointments and programming. Grantee shall first see if a virtual appointment can be secured for the client. Grantee must also consider the totality of the circumstances before spending funding on transportation and, ensuring that all other local, state, and federal financial resources are used, and that employment income from a client is considered.

Grantee shall adhere to all ORR requirements as stated in [ORR Policy Letter 19-02](#), Youth Mentoring Program.

# System Access and Data Transmission

1. Grantee shall have access to Refugee Partner Portal (System) for the purpose of collaborating with DWS and other community partners to share individual refugee data. Grantee will be given System access to enter individual client and mentoring service information. Grantee shall comply with all requirements stated in *Attachment J – System Access for Refugee Partner Portal*.
2. If Grantee is unable to determine client eligibility, or requires additional client information or programmatic assistance Grantee shall communicate with the DWS Contract Owner via Secure File Transfer Protocol (SFTP). Grantee shall comply with all requirements stated in *Attachment I – Data Transmission Agreement for ORR Reporting*.

# Reporting

1. Grantee shall submit the following reports by October 15, 2023:
  - a. Performance information reports for all customer served from April 01, 2023 – September 30, 2023, collected via the Refugee Partner Portal.
  - b. ORR-6 Schedule A (see Attachment G – Schedule A – Program Narrative) covering the same time period.
  - c. Annual Service Plan Report
2. Grantee shall submit the following reports by April 15, 2024:
  - a. Performance information reports for all customer served from October 01, 2023 – March 31, 2024, collected via the Refugee Partner Portal.
  - b. ORR-6 Schedule A (see Attachment G – Schedule A – Program Narrative) covering the same time period.
3. Grantee shall submit the following reports by September 30, 2024:
  - a. Performance information reports for all customer served from April 01, 2024 – September 30, 2024, collected via the Refugee Partner Portal.
  - b. ORR-6 Schedule A (see Attachment G – Schedule A – Program Narrative) covering the same time period.
  - c. Annual Service Plan Report

# Orientation and Oversight

## **Orientation:**

Orientation Grant administrator, fiscal manager, and all other applicable staff shall attend a grant orientation meeting within one (1) month after the contract is executed.

## **Oversight:**

1. Grantee shall ensure proper administrative and accounting procedures are followed.
2. Grantee shall not subcontract with another entity for administration of the program.

Administration includes but is not limited to:

- a. Operating as the DWS grant contract.
- b. Staffing and recruitment.
- c. Program structure and development.
- d. Acting as the fiscal agent and maintaining fiscal responsibility.

# Translation, Language Services, and Social Security Numbers

## Translation and Language Services

1. Interactions requiring DWS interpretation services will be provided, and cost accrued by DWS.
2. [Title VI of the Civil Rights Act of 1964](#) and [45 CFR Part 80](#) clarify that no person in the U.S. shall be discriminated under, excluded from, or denied benefits under a program that receives Federal financial assistance based on the grounds of race, color, or national origin. ORR grantees and subrecipients must comply with Title VI of the Civil Rights Act of 1964 and provide meaningful access of services to Limited English Proficient clients.
3. Ensure refugees receiving services under this Agreement receive language assistance services so that clients have meaningful access to services.

## Social Security Numbers

In cases where the social security number is collected, it will be used for programs and services other than those funded by Office of Refugee Resettlement (ORR). Social security numbers are not required for ORR funded programs and will not be used to determine eligibility for cases funded by ORR.



# Background, Conduct, & Confidentiality

The following will be required for staff and volunteers who a) have access to program participant confidential information or b) have direct access to a minor or vulnerable adult:

**1. Background Checks:**

- a. An annual background check must be obtained and stored by the organization. Details regarding Criminal Background Checks can be found within the Afghan Youth Mentoring and Youth Mentoring Grant RFGA, in *Attachment E - Criminal Background Check Requirement for Grantees & Contractors Providing Services to DWS Customers, Minors, or Vulnerable Adults*.

**2. Code of Conduct:**

- a. Ensures staff and volunteers 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.

**3. Non-Disclosure Agreement:**

- a. Ensures the protection and privacy of client and program information against unauthorized access or disclosure. This includes using information only as required to complete programmatic activities, storing information securely, ensuring information shared electronically cannot be retrieved by unauthorized parties, and that only authorized personnel will be given access to files.

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# — Terms & Conditions —

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

**1. DEFINITIONS:**

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

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

**3. CONFLICT OF INTEREST:**

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

**4. RELATED PARTIES:**

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

Inform DWS of conflicts.



We have the right to perform monitoring. Working with the contract owner to determine how/when the monitoring will be performed.

- 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:**
- 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.
  - If GRANTEE enters into subcontracts the following provisions apply:
    - 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.
    - 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:**
- DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review and/or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
  - 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.
  - 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:**
- 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.
  - 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

Standard contract termination.

- GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
  - d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
  - e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
  - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
17. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
18. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
19. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
20. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
21. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including brochures, flyers, informational materials, paid advertisements, social media, etc. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.
22. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
23. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

Suspension of agreement will be notified by written notification prior to suspension.

This is an 17 -month competitive grant.  
With a possible one-year renewal.

You are responsible to act in accordance to state and federal laws.

**24. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
    - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
    - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
  - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
    - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
    - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
  - e. **Workers' Compensation Insurance:** GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 25. WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 26. WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

If you need the Equal Opportunity poster to display contact your contract owner.

Any work done on State (DWS) premises will abide by rules, regulations, and policies.

Inform DWS of open Job opportunities with your organization so we may post; during the duration of the agreement.

This document is to protect parties, and needs to be signed and filed by contractually involved individuals.

PROTECT INFORMATION  
And maintain all  
pertinent records.

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

A system to present grievances needs to be provided by grantees.

Required to maintain insurance throughout the duration of the contract.



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# **INSURANCE**

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# **Minimums**

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## COVERAGES

CERTIFICATE NUMBER: XXXXXXXXX

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURENCE	\$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occur)	\$ 100,000		
							MED EXP (Any one person)	\$ 5,000		
			Y				PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG	\$ 3,000,000		
	<input type="checkbox"/> OTHER							\$		
A	AUTOMOBILE LIABILITY			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accid)	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
								\$		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURENCE	\$		
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$		
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER/EXCLUDED?	<input type="checkbox"/> No	N/A				E.L. EACH ACCIDENT	\$ 1,000,000		
	(Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE EA EMPLOY	\$ 1,000,000		
							E.L. DISEASE POLICY LIM	\$ 1,000,000		

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

## CERTIFICATE HOLDER

## CANCELLATION

Department of Workforce Services 140 B 300 S Salt Lake City, UT, 84111	SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Authorized Signature</i>
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ACORD 25 (2016/03)

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SR ID: XXXXXXXX

BATCH: XXXXXXXX

## COVERAGES

CERTIFICATE NUMBER: XXXXXXXXX

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURENCE	\$	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occur)	\$	300,000
							MED EXP (Any one person)	\$	10,000
			Y				PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPIOP AGG	\$	2,000,000			
<input type="checkbox"/> OTHER				LIABILITY AND MEDICAL	\$	1,000,000			
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accid)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		Y				AGGREGATE	\$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			XXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER/EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE EA EMPLOY	\$ 1,000,000	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE POLICY LIM	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

State of Utah  
Department of Workforce Services  
PO Box 45288  
140 N 300 S  
Salt Lake City, UT, 84111

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

AUTHORIZED REPRESENTATIVE

*Authorized Signature*

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SR ID: XXXXXXXXX

BATCH: XXXXXXXXX

Comply with all pertinent laws regarding financial reporting.

services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.

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

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

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

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

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

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

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

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

39. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions

Payments will be made by DWS upon receipt of ITEMIZED billing for services rendered in agreement.

Changes in budget or adjustments need to be authorized. Transfer of funding from category III to I or II are NOT permitted.

41. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with approved indirect cost rates must provide DWS with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.
42. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" 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 notification to DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
43. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
  - Allowable under applicable cost principles.
  - Not paid by the Federal Government under another award except where authorized by Federal statute.
  - In accordance with the appropriate Federal grant being matched.
  - Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Indemnification Relating to Intellectual Property, Insurance.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
49. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors and/or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors and/or omissions that are discovered.
50. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Admin expenses as per terms of agreement.

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— **Closing** —

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