



DEPARTMENT OF
**WORKFORCE
SERVICES**

Request for Grant Applications

Grant Name: TANF Capacity Building FY24

Solicitation Number: 24-DWS-S029

Funding Source: Temporary Assistance for Needy Families (TANF)

Grant Period of Performance: February 1, 2024 – June 30, 2026

Grant Application and Details: <https://jobs.utah.gov/departments/rfg/index.html>

Due Date

1. Letter of Intent (REQUIRED) Due Date: November 27, 2023 5:00 pm MDT
 - o [Link](#)
 2. Application Due Date: December 6, 2023 5:00 pm MDT
 - o [Link](#) to Cover Page
-

Other Important Dates

1. Pre-Proposal Meeting:
 - o Monday November 20, 2023, 1:00 - 2:30 pm MDT.
 - o [Link to Meeting](#)
2. Questions period closes November 29, 2023, 5:00 pm MDT.
 - o [Link](#) to Submit Questions
 - o [Q&A Posting](#)
3. Anticipated Award Date: January 2024

Background

The Temporary Assistance for Needy Families (TANF) program is designed to help low income families achieve self-sufficiency. States receive block grants to design and operate programs that accomplish one of the purposes of the TANF program. This grant opportunity focuses on TANF Purposes 3 and 4.

Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.

Purpose 4: Encourage the formation and maintenance of two-parent families.

Description of Grant

Due to the end of pandemic funding available in the community, a gap in services available has been identified. To assist in filling this gap, DWS is requesting grant applications to allow organizations to expand, integrate, or develop programs that will assist families to move out of poverty. Programs are intended to serve low-income, at-risk families. Although programs providing services under TANF Purposes 3 and 4 do not require TANF eligibility determination, some services offered by providers do require TANF eligibility (See Attachment F - Appropriate Use of TANF Funds). Organizations must provide one of the following services:

- 1) Financial Capability and Asset Building; or
- 2) Youth Development

Minimum Requirements

1. Applicants are required to use a research-based design or model shown to directly support either:
 - a. The reduction of out-of-wedlock pregnancy as outlined in TANF Purpose 3 (Youth Development); or
 - b. Encourage the formation or maintenance of two-parent families as outlined in TANF Purpose 4 (Financial Capability).
2. Applicants must select one service from the list below. If providing multiple services, the applicant must submit a separate grant application for each.
 - a. Financial Capability and Asset Building
 - b. Youth Development
3. Applicants receiving funding through other TANF grants must explain how the services in this grant are different from what they are already receiving funding for.
4. Applicants will be required to submit quarterly and annual progress and outcome reports using templates provided by DWS. Grants may be terminated for non compliance.
 - a. Any negotiated outcomes related to wages or earnings will be reported and validated through DWS wage data. This will require entering into an information sharing agreement with DWS to provide this information.
5. If receiving a current TANF Capacity Building grant, request for funding must be for programming and services not provided in the current contract.
6. Subcontracting:
 - a. Applicant is solely responsible to provide program administration and may not subcontract to another entity to administer any part of the program. Program administration includes, but is not limited to:
 - i. Hiring and employing the program coordinator or director
 - ii. Responsibility for program structure and development
 - iii. Operating as the DWS grant contact
 - iv. Providing DWS progress and financial reports
 - v. Maintaining fiscal accountability
 - vi. Ensuring program compliance

Scope of Work

The proposed Scope of Work has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their responses in the Application Narrative.

Post Award Document Requirements

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

1. Pre-Award Risk Assessment

Appendices

- Appendix I: Cover Sheet
- Appendix II: Program Information
- Appendix III: Proposal Narrative
- Appendix IV: Budget Narrative
- Appendix V: Budget Detail Form
- Appendix VI: FFATA Certification by Subrecipient

Attachments

- Attachment A: DWS Grant Terms and Conditions
- Attachment B: Scope of Work
- Attachment C: Code of Conduct
- Attachment D: Non-Disclosure Agreement
- Attachment E: DWS Criminal Background Check Requirements
- Attachment F: Appropriate Uses of TANF Funds
- Attachment G: Budget Instructions
- Attachment H: Evaluation Score Sheet

Contacts

- Contract Owner: Rheane Swenson, 435-348-1250, tanfgrant@utah.gov
- Contract Analyst: TJ Seegmiller, 435-393-5370, tseegmiller@utah.gov

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 I - Grant Application Cover Page* during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix II- Program Information Sheet
 - ii. Appendix III- Proposal Narrative
 - iii. Appendix IV- Budget Narrative
 - iv. Appendix V- Budget Detail
 - v. Appendix VI- 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 (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 Letter or Cost Allocation Plan (if applicable)
 - v. Collaboration Letter

Additional Submission Information

1. Separate applications are required for Financial Capability and Youth Development.
2. A letter must be included from a collaborative agency/entity referenced in the proposal. The letter should provide a brief description of the involvement with the services provided and how the organizations will partner. This is not a letter of support.
3. Applicant must bear the cost of preparing and submitting the application.
4. Failure to comply with any part of the 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 of this RFGA must be addressed during the Q&A period. The Applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

Budget

1. Total indirect expenses and direct administrative expenses must not exceed 15% of the direct program total.
 - a. See Attachment G: Budget Instructions
 - b. See Attachment F: Appropriate Uses of TANF Funds
2. Indirect Costs cannot exceed the Applicants Federally Approved Indirect Cost Rate or 15% if the Applicant does not have a Federally Approved Indirect Cost Rate.
 - a. If claiming a Federally Approved Indirect Cost Rate, the Applicant must provide a copy of the Federally Approved Indirect Cost Rate agreement or a cost allocation plan.
3. 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 and reporting.
4. Grant funds may not be used to supplant existing funds.
5. A detailed three-year budget will be required with the grant application.

Question and Answer

1. Q&A 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 Q&A period.
3. Answers will be posted on <https://jobs.utah.gov/department/rfg/index.html>
4. Questions may include notifying DWS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
5. Questions may be answered individually or may be compiled into one document.
6. Questions may also be answered via an addendum.
7. An answered question or an addendum may modify the specification or requirements of this RFGA.
8. Applicants should periodically check for answered questions and addenda before the closing date.

Addenda

Addenda shall be published within a reasonable time prior to the deadline applications are due, to allow Applicants to consider the addenda in preparing applications. Addenda published at least 5 calendar days prior to the deadline that applications are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

Evaluation and 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. Applications may score a maximum of 100 points, including any priority points. Applications scoring below 60 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.
 - a. Awards may be determined to ensure services are available statewide.
8. Applicants receiving current TANF grants with overdue reports or billing may be disqualified.
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 applicant requests in writing that trade secrets/proprietary data be protected. A [GRAMA Claim of Business Confidentiality](#) must be submitted to the Contract Analyst prior to the application deadline.

SUBMISSION CHECKLISTS

| Pre-Application Checklist | |
|----------------------------------|--|
| <input type="checkbox"/> | Unique Entity Identifier (UEI) number (UEI Start Guide available here) |
| <input type="checkbox"/> | Employer Identification Number (EIN) |
| <input type="checkbox"/> | Letter of Intent , due at the date and time specified on the cover page |

| Application Checklist | |
|------------------------------|---|
| <input type="checkbox"/> | Appendix I: Grant Application Cover Page |
| <input type="checkbox"/> | Appendix II: Program Information Sheet |
| <input type="checkbox"/> | Appendix III: Proposal Narrative |
| <input type="checkbox"/> | Appendix IV: Budget Narrative |
| <input type="checkbox"/> | Appendix V: Budget Detail |
| <input type="checkbox"/> | Appendix VI: FFATA Certification by Subrecipients -not required for State Agencies and Component Units of the State |
| <input type="checkbox"/> | Business License or Articles of Incorporation – if applicable |
| <input type="checkbox"/> | 501(c)(3) Letter – if applicable |
| <input type="checkbox"/> | Insurance – not required for Government Entities |
| <input type="checkbox"/> | Indirect Cost Rate Letter or Cost Allocation Plan – if applicable |
| <input type="checkbox"/> | Collaboration Letter(s) |



APPENDIX I
Grant Application Cover Sheet
TANF Capacity Building FY24
24-DWS-S029

Organization Legal Name: _____

Federal Tax ID #: _____ Unique Entity Identifier (UEI) #: _____
(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 in this application (February 2024 - June 2025): _____

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

Name: _____ Position: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

By submitting this application, I certify that all information provided in this grant application is complete and accurate.

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: _____

ATTACHMENTS

DWS FORMS TO PREPARE AND ATTACH:

_____ **APPENDIX II: PROGRAM INFORMATION SHEET**

_____ **APPENDIX III: PROPOSAL NARRATIVE**

_____ **APPENDIX IV: BUDGET NARRATIVE**

_____ **APPENDIX V: BUDGET DETAIL**

_____ **APPENDIX VI: FFATA CERTIFICATION BY SUBRECIPIENTS** (not required for state agencies and component units)

ADDITIONAL DOCUMENTS TO ATTACH

_____ **501(C)(3) LETTER**- if applicable

_____ **BUSINESS LICENSE OR ARTICLES OF INCORPORATION**- if applicable

_____ **CERTIFICATE OF INSURANCE**

_____ **FEDERALLY APPROVED INDIRECT COST RATE AGREEMENT OR COST ALLOCATION PLAN**- if applicable

_____ **COLLABORATION LETTER**

https://jobs.utah.gov/department/rfg
FILLABLE SAMPLE FORMS FOUND AT

APPENDIX II
TANF CAPACITY BUILDING SOLICITATION
PROGRAM INFORMATION

Organization: _____ Program Name: _____

PROGRAM INFORMATION

1. This program is a: New Program Existing Program

2. Do you currently have a TANF contract with the Department of Workforce Services (DWS) for the services you are applying for?
 Yes No
 - a. If yes, Contract Name _____
 - b. Contract number _____
 - c. Is your proposal to provide new services at an existing location? Yes No
 - d. Is your proposal to provide the same services at a new location? Yes No

3. Check the service that the program proposes to offer: Financial Capability/Asset Building Youth Development

4. Is the content of your curriculum evidence-based? Yes No
 - a. If yes, name _____
 - b. Citation _____

5. Select the TANF purpose(s) that your program will fulfill: TANF Purpose 3 TANF Purpose 4

6. Does research demonstrate the services provided support TANF Purpose(s)? Yes No
 - a. If yes, reference citation _____

| Activity | Year 1 | Year 2 | Year 3 |
|---|--------|--------|--------|
| Number of participants to be served during the grant period | | | |
| Proposed Yearly Budget | | | |

<https://jobs.utah.gov/departments/rfg>
 FILLABLE SAMPLE FORMS ONLY FOUND AT

GEOGRAPHIC LOCATION

(Please select all geographic areas your program proposes to serve)

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

FILLABLE SAMPLE FORMS ONLY
FOUND AT
<https://jobs.utah.gov/department/rfg>

APPENDIX III
Department of Workforce Services – TANF Capacity Building Grant
Grant Application Narrative

Program Name:

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

Current TANF Capacity Building grantees ONLY - Please describe how programs and services in this request are different from programs and services offered in your current TANF Capacity Building grant.

**FILLABLE SAMPLE ONLY
FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>**

1. PROGRAM OVERVIEW - Provide an overall program description that includes:

- A. The need in your area. Include data that validates the need as described.
- B. How the program will serve the intended population.
- C. Organizational history with programming and/or population.
- D. Any other relevant information.

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>

- 2. PROGRAM SERVICES** - Describe the service(s) that will be provided to meet grant objectives.
- A. Include a breakdown of each service if multiple services are offered.
 - B. Describe how outreach to connect to the targeted population will be conducted. Include how you will partner or collaborate with partner organizations including DWS.

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>

3. TANF PURPOSE and RESEARCH - Describe how your programming and services support the selected TANF purpose(s).

Youth Development - TANF Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.

Financial Capability - TANF Purpose 4: Encourage the formation and maintenance of two-parent families.

A. Provide and describe the research that you are using to show correlation or causation between your programming and services and the selected TANF purpose.

B. You must include verifiable research references.

FILLABLE SAMPLE ONLY
FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>

4. OUTCOMES AND METRICS - Identify total number of participants you will serve and three (3) SMART (specific, measurable, attainable, realistic, and time-bound) outcomes expected by the program that show customers are better off by receiving the proposed services and support the TANF Purpose.

- A. Number of participants you will serve.
- B. Youth Development goals must be related to Increased protective factors and/or decreased risk factors.
- C. Financial Capability goals must be related to Increased income, assets or improved financial stability.
- D. Describe how outcome data will be collected and tracked to meet quarterly reporting requirements.
 - a. Include mechanisms for administering pre and post-tests in compliance with grant requirements.
 - b. % outcomes must be reported using a numerator and a denominator for validation.

* Outcomes identified through this process may be included in the final grant agreement Scope of Work.

**FILLABLE SAMPLE ONLY
FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>**

5. QUALITY ASSESSMENTS - How do you measure the quality of your programming and the services that you provide?

- A. Describe how the quality of your program has been measured in the past.
- B. Describe how your program plans to assess and measure quality during the grant period.
- C. If outcomes are not reflecting that customers are better off, how will you reponds and adjust services to meet the intended quality goals?

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>

- 6. COST INFORMATION and STAFFING** - Justify the program's financial need and how it aligns with Appendix IV. Budget Narrative & Itemization.
- A. Provide a summary of how the funds will be utilized over the three-year period of the grant.
 - B. Describe the organizational positions supporting the grant proposal. Include any required provider qualifications, licenses, and/or certifications. Note: Do not include specific employee information.
 - C. Identify key financial staff that will be involved with invoice preparation and fiscal management of the program.

FILLABLE SAMPLE ONLY
FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>

7. SUSTAINABILITY PLAN - Provide a detailed description of how you intend to sustain the program once this grant expires. Description should include a timeline with benchmarks.

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>

**Appendix IV
Department of Workforce Services
Budget Narrative and Itemization Form**

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

Organization: _____

Contract Dates: _____

Date: _____

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or 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.

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

| Category I Indirect Expenses | NICRA Rate and Base(s) - OR - De Minimis | Grant Funds Requested |
|---|--|-----------------------|
| 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> | | |

Category II - Direct Administrative Expenses:

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

| Category II Direct Administrative Expenses | Itemized Details of Grant Funds Requested | Grant Funds Requested |
|--|---|-----------------------|
| 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> | | \$ - |
| Space Costs <i>(e.g. rent, lease)</i> | | \$ - |
| Travel & Transportation | | \$ - |
| Utilities <i>(consistent monthly utility charges - gas, water)</i> | | \$ - |
| Total Category I Indirect Expenses and Category II Direct Administrative Expenses | | \$ - |

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of TOTAL Category III Program Expenses.

<https://ijobs.utah.gov/department/rfg>
 FILLABLE SAMPLE FORMS ONLY FOUND AT

Category III - Direct Program Expenses:

| Category III Program Expenses | Itemized Details of Grant Funds Requested | Grant Funds Requested |
|--|---|-----------------------|
| 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 Fees & Contract Services <i>(e.g. consultants, security)</i> | | \$ - |
| Space Costs <i>(e.g. rent, lease)</i> | | \$ - |
| Staff Travel & Transportation | | \$ - |
| Staff Development & Training | | \$ - |
| Utilities <i>(consistent monthly utility charges - gas, water)</i> | | \$ - |
| Total Category III Program Expenses | | \$ - |
| Total Category I, Category II and Category III Expenses | | \$ - |

Notes:
 Category III expenses that can be used when calculating the MTDs 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 CAN NOT be used when calculating the MTDs.

<https://jobs.tn.gov/forms> ONLY FOUND AT
tn.gov/department/rfg

**Appendix V
Department of Workforce Services
Budget Detail Form**

| | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------|
| Organization Name: | | | | |
| Contract Dates: | | | | |
| Category I Indirect Expenses | Grant Funds Requested Year 1 | Grant Funds Requested Year 2 | Grant Funds Requested Year 3 | Total Budget Request |
| Indirect Costs (NICRA/De Minimis) | | | | \$0 |
| Category II Direct Administrative Expenses | Grant Funds Requested Year 1 | Grant Funds Requested Year 2 | Grant Funds Requested Year 3 | Total Budget Request |
| Salaries | | | | \$0 |
| Fringe Benefits | | | | \$0 |
| Communications | | | | \$0 |
| Equipment | | | | \$0 |
| Insurance | | | | \$0 |
| Material & Supplies | | | | \$0 |
| Professional Development & Training | | | | \$0 |
| Professional Fees & Contract Services | | | | \$0 |
| Space Costs | | | | \$0 |
| Travel & Transportation | | | | \$0 |
| Utilities | | | | \$0 |
| Total Category I Indirect Expenses and Category II Direct Administrative Expenses | \$0 | \$0 | \$0 | \$0 |
| <i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of the TOTAL Category III Program Expenses.</i> | | | | |
| Category III Program Expenses | | | | |
| Salaries | | | | \$0 |
| Fringe Benefits | | | | \$0 |
| Communications | | | | \$0 |
| Equipment | | | | \$0 |
| Insurance | | | | \$0 |
| Materials & Supplies | | | | \$0 |
| Professional Fees & Contract Services | | | | \$0 |
| Space Costs | | | | \$0 |
| Staff Travel & Transportation | | | | \$0 |
| Staff Development & Training | | | | \$0 |
| Utilities | | | | \$0 |
| Total Category III Program Expenses | \$0 | \$0 | \$0 | \$0 |
| Total Expenses Category I, II and III | \$0 | \$0 | \$0 | \$0 |

THIS IS A FILLABLE SAMPLE FORM FOR I/O JOBS ONLY FOUND AT
 https://jobs.utah.gov/departments/dfg



State of Utah
Department of Workforce Services

Appendix VI: 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 UEI number, belongs) receive:

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

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

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

Chief Executive Officer
or Designee, Signature: _____ Date: _____

Name and Title: _____

Equal Opportunity Employer/Program

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

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

1. DEFINITIONS:

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. **"Goods and Services"** means goods including, but not limited to, any deliverables, supplies, equipment, or commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. **"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, as well as sub-recipients and loan recipients.
- f. **"Proposal"** means Grantee's response to DWS's Solicitation.
- g. **"Solicitation"** means the documents and process used by the State Entity to obtain Grantee's Proposal.
- h. **"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.
- i. **"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.
- j. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.

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. **PROCUREMENT ETHICS:** Grantee certifies that it has not offered or given any gift or compensation prohibited by the laws, Executive Orders, or policies of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with

respect to being awarded this Agreement. Grantee shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Agreement.

5. **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.

6. **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, volunteers, 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.

7. **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.

8. **OWNERSHIP IN INTELLECTUAL PROPERTY:**
- a. 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.
 - b. Grantee warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. Grantee will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.
9. **STANDARD OF CARE:** Grantee and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in this Agreement.
11. **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.
12. **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.
13. **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.
14. **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).
15. **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. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

16. 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.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

17. 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.

18. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to 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 herein. 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 to 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.
19. **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 GRANTEE, 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 GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
 20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities but not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
 21. **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.
 22. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
 23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
 24. **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. It is within DWS's sole discretion whether to approve the advertising and publicity.
 25. **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.
 26. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
 27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges

that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
29. **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. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.
30. **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.
- 31. **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.
- 32. **WORKFORCE SERVICES JOB LISTING**: GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 33. **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.
- 34. **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.
- 35. **PROTECTION AND USE OF CLIENT RECORDS**: Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. 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.
- 36. **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. Such access will be during normal business hours, or by appointment.
- 37. **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.

38. **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. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
 - e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.
39. **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.
40. **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.
41. **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.

42. **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.
43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
44. **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.
45. **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.
46. **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.
47. **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

| GRANTEE | Federal Cost Principles |
|---------------------------------------|--------------------------------|
| State/Local/Indian Tribal Governments | 2 CFR 200 Subpart E |
| College or University | |
| Non-Profit Organization | |

- 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.
48. **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.
49. **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.
50. **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.
51. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
52. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
53. **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.

54. **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, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
55. **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.
56. **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.
57. **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.
58. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102 and 63G-27-201, if applicable, GRANTEE certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. GRANTEE also agrees not to engage in either boycott for the duration of this Agreement. If GRANTEE does engage in such a boycott, it shall immediately provide written notification to DWS.

Attachment B SCOPE OF WORK

1. Purpose/Background

The Department of Workforce Services (DWS) requested grant applications to allow organizations to expand, integrate, or develop programs that will assist families to move out of poverty by providing programming and services related to increased financial capability and asset building or youth development.

Financial capability and asset building program participants will engage in activities leading to increased income, financial stability and asset building. Programming will include budgeting and financial counseling education and support resulting in tangible outcomes focused on moving out of poverty.

Youth Development participants will demonstrate an increase in protective behaviors and attitudes and a decrease in risky behaviors and attitudes that lead to the prevention of out of wedlock pregnancy, successful school completion, post-high school education, and increased employment skills.

2. TANF Purpose

Grantees must provide additional evidence based research showing how their programming supports the selected TANF purpose(s). TANF Capacity Building Grants will support one or both of the following TANF Purposes.

Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.

Research indicates protective factor competencies or skill achievement in positive youth development domains aligned to risk and protective factors have shown to prevent and reduce incidences of out-of-wedlock pregnancies.¹

Purpose 4: Encourage the formation and maintenance of two-parent families.

Financial stress and marital outcomes. There appears to be a strong association between finances and relationship quality. While financial satisfaction seems to be positively associated with marital satisfaction, research suggests that financial stress can negatively influence marital outcomes. For example, various financial stressors have been found to predict lower levels of marital satisfaction, higher levels of marital distress, decreased marital quality, and higher rates of divorce.²

¹ <https://journals.sagepub.com/doi/full/10.1177/0272431615578693>

² Reference: Kelley, H. H., LeBaron, A. B., & Hill, E. (2018). Financial Stress and Marital Quality: The Moderating Influence of Couple Communication.

3. **Grantee Responsibilities**

- A. Utilize funds to provide programming and services related to financial stability and asset building or youth development to low-income, at-risk participants.
- B. Offer participants practical knowledge, skill building opportunities, and resources to meet identified program outcomes.
- C. Collaborate with local DWS offices and community partners.

4. **Expected Outcomes**

DWS will closely monitor and track specific data and outcome measures as outlined in the scope of work. Grantee will be required to report on all identified outcomes quarterly and annually using the DWS provided templates. Outcomes will reflect unduplicated customer counts, and be reported using a numerator and a denominator for % outcomes.

Financial capability grants must include tangible outcomes related to the education and attainment of improved financial goals leading to self-sufficiency.

Youth development outcomes must demonstrate increased protective factors and decreased risk factors in program participants that support the TANF purpose.

6. **Reporting**

- A. Quarterly reports will be required using a DWS template and submitted by the following dates each year of the contract:
 - Quarter 1: October 15
 - Quarter 2: January 15
 - Quarter 3: April 15
 - Quarter 4: July 15
- B. Annual Reports must be submitted by using the DWS provided template by July 15, following the end of each contract year. Final year reports must be submitted by June 30.
 - 1. Quarterly and annual reports will reflect unduplicated data for each outcome.

7. **Monitoring**

Monitoring may include, but is not limited to, site visits, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.

- A. Monitoring will be determined based on the DWS' policy and procedure.
- B. Required reports will be monitored for accuracy and timeliness.

8. **Budget**

- A. Funds will be designated annually as listed on the budget detail form. Unused funds from one year to the next may be forfeited.
- B. Total indirect and direct administrative costs must not exceed 15% of the total program costs.

- C. Grantee shall submit requests for reimbursement of expenses using the DWS reimbursement billing template no less than quarterly. The final billing must be received no later than July 15, 2026.
- D. Processing times for payments are determined by accuracy of invoices and approval by the DWS Finance Division.
- E. Allowable costs for this grant are specified in Attachment F- Appropriate Uses of TANF Funds.
 - 1. This attachment provides general guidance. However, all expenses must support the specific purpose of this grant opportunity and be approved through the grant budgeting process.
 - 2. If there are any questions regarding allowable and unallowable costs, grantee should contact their DWS Contract Owner prior to incurring the expense to confirm an expense is allowable. Not obtaining prior approval or costs, may result in expenses being non-reimbursable.
- F. Budget change request process:
 - 1. Budget change request will be made in writing.
 - 2. Budget change requests will occur prior to the purchase and including item description, desired fiscal change and rationale for the change.
 - 3. Budget changes shall not be made during the last 90 days of the contract year.

9. **Grant Orientation/Training Meeting**

Attendance at a mandatory grant orientation is required. Required attendees include the program administrator and other pertinent personnel. DWS will provide a date and time for the orientation.

ATTACHMENT C 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 they are unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT D

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name

ATTACHMENT E

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, Shelter Licensing) 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).
- D. 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 <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.

- 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 26B, Utah Health and Human Services Code, Chapter 6, Long Term Services and Supports, Aging, and 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 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 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 F

Appropriate Uses of TANF Funds

Updated 3/31/22

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

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: 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. NIRCA – 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 NIRCA is established on a cost base(s).
 - In the detail information, list the organization’s NIRCA and cost base(s).
 - To determine the amount, multiply the NIRCA against the established cost base(s) amount listed in Category III.

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

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

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

- In the detail information, indicate that de minimis has been chosen.
- To determine the amount, determine the MTDC in Category III (see the budget narrative for the eligible Category III expenses).
- Take the MTDC and times by 10%. Enter this amount in Category I.

Category II: DIRECT ADMINISTRATIVE EXPENSES

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

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

Category III: DIRECT PROGRAM EXPENSES

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

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

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Evaluation Score Sheet

Score will be assigned as follows:

- 0=Failure, no response
- 1=Poor, inadequate, fails to meet requirement
- 2=Fair, only partially responsive
- 3=Average, meets minimum requirement
- 4=Above average, exceeds minimum requirement
- 5=Superior

Application #: _____

Organization Name: _____

Evaluator #: _____

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applicants can score up to a total of 100 points. Applications scoring below **60** may not be considered.

*Means that if the document is provided, 5 points are awarded. If the required document is not provided, 0 points are awarded.

Instructions for scoring:

- Use this Score Sheet to either make a copy and save to your own Google Drive OR download as a Word document and save to your computer/desktop. ****Do not use the original score sheet to enter your scores.**
- Use the Google Form to enter in all scores and comments for each application once you have completed the score sheet.
- Email or share your completed score sheets to tseegmiller@utah.gov OR kayleenhasen@utah.gov once you have completed the Google Form to enter scores for all applications. Destroy or delete/trash any saved score sheets once you have emailed your final versions.

| Evaluation Criteria | Score Range (0-5) | Weight | Point (multiply Score x weight) | Total Point possible |
|--|-------------------|--------|---------------------------------|---------------------------|
| NARRATIVE | | | | |
| 1. PROGRAM OVERVIEW: (10 points possible) | | | | |
| Did the applicant provide an overall program description that includes: A. The need in your area. Include data that validates the need as described. B. How the program will serve the intended population. C. Organizational history with programming and/or population. D. Any other relevant information. | | x3 | | 15 points possible |
| 2. PROGRAM SERVICES: (15 points possible) | | | | |
| Did the applicant describe the service(s) that will be provided as instructed. Do the services meet the objective of the grant? A. Include a breakdown of each service if multiple services are offered. B. Describe how outreach to connect to the targeted population will be conducted. Include how you will partner or collaborate with partner organizations including DWS. | | x4 | | 20 points possible |

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| 3. TANF PURPOSE and RESEARCH: (15 points possible) | | | | |
|--|--|----|--|---------------------------|
| <p>Did the applicant describe how programming and services support the selected TANF purpose(s) and include all requested information.</p> <p>Youth Development - TANF Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.</p> <p>Financial Capability - TANF Purpose 4: Encourage the formation and maintenance of two-parent families.</p> <p>A. Provide and describe the research that you are using to show correlation and/or causation between your programming and services and the selected TANF purpose.</p> <p>B. You must include verifiable research references.</p> | | X3 | | 15 points possible |
| 4. OUTCOMES AND METRICS: (20 points possible) | | | | |
| <p>Rate the applicant's identified goals - total number of participants plus 3 additional SMART Goals. Were the goals SMART, and meet the identified expectations and support the TANF purpose?</p> <p>A. Number of participants you will serve.</p> <p>B. Youth Development goals must be related to increased protective factors and/or decreased risk factors.</p> <p>C. Financial Capability goals must be related to increased income, assets or improved financial stability.</p> <p>D. Describe how outcome data will be collected and tracked to meet quarterly reporting requirements.</p> <p>a. Include mechanisms for administering pre and post-tests in compliance with grant requirements.</p> <p>b. % outcomes must be reported using a numerator and a denominator for validation.</p> | | X4 | | 20 points possible |
| 5. QUALITY ASSESSMENTS : (10 points possible) | | | | |
| <p>How does the provider measure the quality of programming and the services that they provide?</p> <p>A. Describe how the quality of your program has been measured in the past.</p> <p>B. Describe how your program plans to assess and measure quality during the grant period.</p> <p>C. If outcomes are not reflecting that customers are better off, how will you reponds and adjust services to meet the intended quality goals?</p> | | X2 | | 10 points possible |
| 6. COST INFORMATION AND STAFFING: (5 points possible) | | | | |
| <p>Did the Applicant justify the program's financial need and how it aligns with Appendix IV. Budget Narrative & Itemization.</p> <p>A. Provide a summary of how the funds will be utilized over the three-year period of the grant.</p> <p>B. Describe the organizational positions supporting the grant proposal. Include any required provider qualifications, licenses, and/or certifications. <u>Note</u>: Do not include specific employee information</p> <p>C. Identify key financial staff that will be involved with invoice preparation and fiscal management of the program.</p> | | X1 | | 5 points possible |

Attachment H
Department of Workforce Services – TANF Capacity Building
Evaluation Score Sheet

| | | | | |
|--|--------|-----|-----|----------------------------|
| 7. SUSTAINABILITY PLAN: | | | | |
| Did the Applicant Provide a detailed description of how you intend to sustain the program once this grant expires. Description should include a timeline with benchmarks. | | x1 | | 5 points possible |
| 8. COLLABORATION LETTER(S) | | | | |
| A letter must be included from all collaborative agency/entity(s) referenced in the proposal. The letter(s) should provide a brief description of the involvement with the services provided and how the organizations will partner. These are not letter(s) of support. | Yes/No | N/A | N/A | N/A |
| 9. Insurance: | | | | |
| Program has provided a copy of their Insurance Certificate (Not applicable for government entities) | Yes/No | N/A | N/A | N/A |
| 10. 501 (c)(3): | | | | |
| If applicable (Non-profit) the program has provided a 501(c)(3) letter | Yes/No | N/A | N/A | N/A |
| 11. BUSINESS LICENSE OR ARTICLES OF INCORPORATION: | | | | |
| If applicable, program has provided business license or articles of incorporation | Yes/No | N/A | N/A | N/A |
| 12. FEDERALLY APPROVED INDIRECT COST RATE LETTER : | | | | |
| If applicable, the program has provided a Negotiated Indirect Cost Rate Agreement | Yes/No | N/A | N/A | N/A |
| BUDGET | | | | |
| 13. BUDGET NARRATIVE AND ITEMIZATION FORM: (10 points possible) | | | | |
| <ul style="list-style-type: none"> a. Budget narrative includes the cost breakdown for each line item including requested administrative costs. Example: salary = (hourly rate) x (hours worked per week) x (weeks worked per year). Costs should be reasonable and customary. b. Includes a justification for requested amounts per line item. Examples: hourly rates for various positions or description of travel costs. c. Line items breakout allocation of expenses to be charged to this grant. Example: rent or space costs (% of allocation is included). | | X2 | | 10 points possible |
| TOTAL EVALUATION POINTS | | | | 100 points possible |

Evaluator Notes and Comments:

Question 1 Notes:

Question 2 Notes:

Question 3 Notes:

Question 4 Notes:

Question 5 Notes:

Attachment H
Department of Workforce Services – TANF Capacity Building
Evaluation Score Sheet

Questions 6 Notes:

Question 7 Notes:

Question 13 Notes:

SAMPLE ONLY
FILLABLE FORMS FOUND AT
<https://jobs.utah.gov/department/rfg>