

# State of Utah

Department of Workforce Services  
Office of Child Care

## Request for Grant Application (RFGA) Fiscal Year 2019

### Afterschool Quality Improvement Grant

Funding Available for Afterschool Programs  
Serving Youth Ages 5 to 12

**Pre-Proposal Meeting: March 22, 2018**

**Letter of Intent Due: April 6, 2018**

**APPLICATION DUE: April 23, 2018**

**Grant Period Begins: July 1, 2018**



# AFTERSCHOOL QUALITY IMPROVEMENT GRANT

Department of Workforce Services - Office of Child Care

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*This contract is funded by the Federal Child Care and Development Block Grant Fund, CFDA #93.575 funded to the State of Utah, and is administered through the Department of Workforce Services, Office of Child Care.*



## Afterschool Quality Improvement Grant

### **Background and Purpose**

Over 23 million parents of youth are employed full-time; leaving close to 11.3 million youth on their own after school. This time period correlates with peak hours for juvenile crime and high-risk behavior.<sup>1</sup> High quality afterschool programs fill this gap with engaging programming that meets the needs of youth and families, while fostering open-mindedness, interest in others and the world, and a life-long interest in learning among youth.

There is a critical need in high poverty areas and rural areas to create and sustain quality out-of-school time programming for families who would otherwise have no options or limited options. “Children experiencing persistent poverty require supports that are not necessary for all students.”<sup>2</sup> High-quality afterschool and out-of-school time programs are systems of support that can potentially improve academic outcomes; decrease chronic school absenteeism; and increase social, emotional and physical well-being among children from low-income backgrounds.<sup>3</sup>

### **Current Grant Opportunity**

The current Department of Workforce Services (DWS), Office of Child Care (OCC) grant opportunity is open to organizations serving youth ages 5-12 in Utah, operating an afterschool program. Programs shall operate a minimum of 10 hours per week for 32 weeks during the regular school year. Additionally, programs may elect to operate a summer session for a minimum of six weeks. Grant funds may be utilized by new or existing programs to serve a population between the ages of 5 and 12, with at least 40 percent of population qualifying for free or reduced lunch at the start of year one and 40 percent of enrolled youth thereafter. Organizations currently under contract to receive CCDF funds for FY19 are not eligible to apply.

Programs must comply with the following: (1) support academic achievement; (2) offer enrichment and recreation opportunities; (3) provide prevention and education programming; (4) collaborate with other public and private entities; (5) incorporate parental and family involvement; (6) provide appropriate training for staff and volunteers; (7) adhere to specific quality, safety, data and reporting expectations as designated by DWS, OCC; and (8) allow onsite observations using School-Age Program Quality Assessment (SAPQA) (See *Attachment B*).

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1. Afterschool Alliance (2014): [http://www.afterschoolalliance.org/documents/Essentials\\_and\\_Polling\\_2014\\_010714.pdf](http://www.afterschoolalliance.org/documents/Essentials_and_Polling_2014_010714.pdf)
  2. Utah’s Third Annual Report on Intergenerational Poverty, Welfare Dependency and the Use of Public Assistance, 2014.
  3. Building a Culture of Attendance: Schools and Afterschool Programs Together Can and Should Make a Difference! Expanding Minds and Opportunities: Leveraging the Power of Afterschool and Summer Learning for Student Success, 2013. <http://www.expandinglearning.org/expandingminds/article/building-culture-attendance-schools-and-afterschool-programs-together-can-and>

## **Expected Outcomes**

The five expected outcomes for the Grant include:

1. The overall quality of the grantee's afterschool program/out-of-school time program will increase as measured by SAPQA. If the program's baseline score is at a four or higher, it shall be maintained. Scores will be determined by an external observation by DWS or its designated representative.
2. Relationships between youth and staff will be improved as measured by the SAPQA in designated scales. If the program's baseline score in designated scales is at a four or higher, it shall be maintained. Scores will be determined by an external observation by DWS or its designated representative.
3. Skill building support for youth will be increased as measured by the SAPQA in designated scales. If the program's baseline score in designated scales is at a four or higher, it shall be maintained. Scores will be determined by an external observation by DWS or its designated representative.
4. The majority of youth will demonstrate increased competency in prevention education areas identified by the program as measured by pre- and post-tests.
5. Professional development opportunities for afterschool professionals will be expanded to include 20 hours of training for front line staff with an additional five hours of specialized managerial or supervisory targeted training for site coordinators.

# PRE-PROPOSAL MEETING

## Afterschool Quality Improvement Grant

**Pre-Proposal Meeting: Thursday, March 22, 2018**

Attendance at the Pre-Proposal Meeting is not required to apply for the grant, but is an opportunity to review the RFGA and ask questions. Many applicants find it helpful in preparing their grant applications. There are three options for attending: in person, online or by phone. Questions asked at the pre-proposal meeting, with their answers, will be posted online at <http://jobs.utah.gov/edo/rfp.html>.

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### IN PERSON

**9:00 a.m. – 12:00 p.m.**

*\*Please have a copy of the RFGA to reference*

**Salt Lake City, Utah**

Department of Workforce Services

**Olene S. Walker Building**

140 East 300 South, Room 101 South

Salt Lake City, Utah 84111

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### ONLINE OR BY PHONE

**9:00 a.m. – 12:00 p.m.**

*\*Please have a copy of the RFGA to reference*

Please register for the Pre-Proposal Meeting:

Registration URL: <https://tinyurl.com/y88g4nws>

Webinar ID: KSL429551

After registering, a confirmation email will be sent containing information about joining the webinar or calling in.

*Note: Participants will want to log in early and run the startup in order to ensure their computer has the current software requirement to run the webinar. Individuals may participate by both phone and computer if preferred, although a computer with speakers is sufficient.*

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### FOR QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS:

Questions should be directed to  
[shannonblack@utah.gov](mailto:shannonblack@utah.gov)

# OVERVIEW

## WHO MAY APPLY

- ❖ Programs intending to operate or expand a school year afterschool program that will operate a minimum of 10 hours per week, 32 weeks, with an option to operate a minimum of six weeks during the summer.
- ❖ Programs site(s) planning to serve a minimum Average Daily Attendance (ADA) of at least 10 youth anywhere between the ages 5 and 12.
- ❖ New or existing programs serving a population with at least 40 percent of youth qualifying for free/reduced lunch with 40 percent of enrolled youth qualifying for free or reduced lunch by the end of year one.
- ❖ Organizations submitting a **Letter of Intent by 5:00 p.m. (MDT), Friday, April 6, 2018.**
- ❖ Organizations not currently under contract to receive CCDF funding for FY19, including CCDF Match Partnership funds, Intergenerational Poverty-Supplemental funds and Intergenerational Poverty-Afterschool funds.
- ❖ Public and private schools; public or private not-for-profit organizations; faith-based organizations; state departments and agencies; units of local governments; and Indian tribal governments.
  - Programs with a religious affiliation are required to provide written assurances that grant funds will not be used for religious instruction.
- ❖ Entities and programs that have not been suspended for failure to perform under the terms and conditions of a prior grant administered by DWS.

## PROGRAM REQUIREMENTS

- ❖ Programs may be conducted during the week, weekends, interim periods or any other time youth are unsupervised during afterschool hours. This may include summer hours (see *Attachment C*).
- ❖ Programs must provide a regular, formally supervised afterschool program for youth anywhere between the ages 5 and 12 for a minimum of four days per week, 10 hours per week, 32 weeks during the school year.
- ❖ Programs may choose to operate additional summer programming for a minimum of six weeks for youth anywhere between ages 5 and 12 for a minimum of three days per week, four hours per day. Funding is not available for one-time programming, summer-only programming or sporadic club activities.
- ❖ Programs must allow for external observations performed by DWS, OCC or its designated representative with the SAPQA (see *Attachment B*).
- ❖ Programs must provide a balance of academic and enrichment activities. **Proposals entirely academic or entirely enrichment will not be considered.**
- ❖ Programs must be open to all youth regardless of race, religion, political ideology, physical ability and ability to pay. In order to provide equal access for families of all income levels, if fees are charged, a sliding fee scale must be made available or child care assistance (subsidy) accepted.
- ❖ Applicants may not subcontract with a single entity to administer the afterschool program. The entity applying must provide program administration. This includes, but is not limited to:
  - Hiring and employing the site coordinator or director;
  - Being responsible for program structure and development;
  - Operating as the DWS grant contact;
  - Providing DWS progress and financial reports;
  - Program marketing and recruitment;
  - Maintaining fiscal accountability; and
  - Ensuring program compliance and responsibility.
- ❖ See *Attachment A: Scope of Work* for detailed requirements.

## PERIOD OF PERFORMANCE AND MONITORING

- ❖ Contracts are for a three-year period, from **July 1, 2018 to June 30, 2021**.
- ❖ Programs must start no later than two weeks after school classes begin in the 2018-2019 school year. If a program serves youth in more than one school district, the program must begin no later than two weeks after school classes begin in the district starting earliest.
- ❖ Entities must meet reporting requirements for the contract to continue yearly, as required by DWS, OCC.
  - Entities are responsible for collecting information, compiling and submitting reports related to operation of the afterschool programs.
- ❖ DWS and its contractors will monitor performance and provide technical assistance to enhance quality for funded afterschool programs.
- ❖ **DWS may terminate the contract at any time based on lack of funding or grantee's performance.**

## FUNDING DETAILS

- ❖ The contract is funded from the Child Care and Development Fund (CCDF).
- ❖ Grant funding is on a reimbursement basis. Invoices for reimbursement must be submitted to the Office of Child Care at least four times during the fiscal year. Funding is not distributed in a lump sum to organizations upon grant award notification.
- ❖ Applicants must submit a gap analysis demonstrating funding needed to support quality programming. See *Attachment C* and *Appendix VIII* in Application Packet.
  - If a program or program site is receiving any grants from USBE to support the 2018-2019 school year afterschool program, this must be included in the Gap Analysis.
- ❖ Organizations may apply for the ranges in the amounts listed below based on anticipated percentage of youth receiving free or reduced lunch, **attending 30 days** or more during the school year per program or program site.

1% - 29%	\$14,001 - \$25,000
30% - 39%	\$25,001 - \$46,000
40% - 49%	\$46,001 - \$61,000
50% +	\$61,001 - \$77,000

- ❖ Applicant organizations are limited to **two elementary-age site programs for non-rural counties, and four elementary-age site programs for rural counties.** See *Attachment F*.
- ❖ Funding may only be spent on expenses related to the **school year** unless grantee opts for additional summer programming **in the original grant proposal.**
- ❖ DWS reserves the right to award partial grants.
- ❖ The grant cannot be used to supplant existing afterschool time allocations (see *Attachment C*).
- ❖ Applicants must submit a sustainability plan for program duration beyond grant period.

## EVALUATION AND AWARD

- ❖ Grant proposals are evaluated and scored on a competitive basis using the criteria and measurements listed in *Attachment E*. Priority Points will be added to overall score only if appropriate documentation is included with the grant application.
- ❖ Grants are awarded based on demonstrated need and overall score.
- ❖ Awards are made to the successful applicant(s) with proposals determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA. DWS reserves the right to reject any proposals or withdraw an offer at any time.
- ❖ At the discretion of DWS, applicants may be requested to provide additional information or clarification. Applicants must respond within the time period provided by DWS.



- ❖ Successful grant proposals will be open to public inspection after grants are awarded 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 or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the grant application. This form can be found at <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

# QUESTIONS

## **IF YOU HAVE QUESTIONS**

Questions regarding clarification or interpretation of any section of this RFGA should be directed to shannonblack@utah.gov. Responses to all questions will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view. The question and answer period will close 3/30/2018.

## **ADDENDA**

If DWS finds it necessary to modify the RFGA for any reason, a written addendum to the original RFGA will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html>. All addenda will be posted by 5:00 p.m. on 3/30/2018.

# PROPOSAL TIMELINE

**Pre-Proposal Meeting: March 22, 2018 from 9:00 a.m. to 12:00 p.m.** See **page four** for specific meeting times and location information.

1. **Letter of Intent (Required): No later than 5:00 p.m. (MDT) on April 6, 2018.** Must be received by this date or applications will **NOT** be considered for funding.
2. **Electronic Application Submission Deadline: No later than 5:00 p.m. (MDT) on April 23, 2018.**
3. **Paper Copy Deadline: Required paper copies must be postmarked no later than April 23, 2018,** if mailed. Hand-delivered copies **must be received no later than 5:00 p.m. (MDT) on April 23, 2018.** Late and/or incomplete proposals will **NOT** be accepted.
4. **Anticipated Grant Award Date: The end of June 2018.**
5. **Award Effective Date: July 1, 2018.**

# PROPOSAL SUBMISSION

## LETTER OF INTENT

**Submit the following Letter of Intent by April 6, 2018 by 5:00 p.m. (MDT):**

- Electronic Submission using the following Google Form link: <https://tinyurl.com/aqiloi>**

## PROPOSAL

**Submit the following Proposal by April 23, 2018 by 5:00 p.m. (MDT):**

- One copy emailed to: [dws-occafterschoolgrants@utah.gov](mailto:dws-occafterschoolgrants@utah.gov)**
  - In the subject line of the email, include **Organization\_ProgramSite** in the following format:
    - **XYZOrganization\_ABCProgramSite**
  - All grant proposal documents need to be labeled with **Organization\_ProgramSite\_DocumentTitle** in the following format:
    - **XYZOrganization\_ABCProgramSite\_CoverSheet**
- Six Paper copies, postmarked no later than April 23, 2018, delivered or mailed to:**

Attn: Shannon Black/Rebecca Turville  
Afterschool Grants Program Specialists  
Department of Workforce Services  
Utah Office of Child Care – 3<sup>rd</sup> Floor  
140 East 300 South  
Salt Lake City, Utah 84111

# PROPOSAL SUBMISSION –continued–

- ❖ **Applicant organization must submit one application per program or program site.**  
Organizations are limited to **two elementary-age site programs** per non-rural county and **four elementary-age site** programs per rural county.
- ❖ Applicant must bear the cost of preparing and submitting proposal.
- ❖ **Application forms must be typed in the fillable PDF forms and Excel documents provided.**
  - Forms can be found at <http://jobs.utah.gov/edo/rfp.html>.
  - Provided forms are created as savable documents.
  - The *Grant Application Cover Sheet* must be the first page of the proposal.
  - The *Proposal Budget Form and Proposal Budget Detail Narrative Form* must be completed in Excel.
  - In order for the grant evaluation committee to rate the proposal for completeness and responsiveness, it must be formatted as outlined.
- ❖ The PDF forms need to be submitted by email in the original format. **Faxed or scanned proposals will not be accepted.**
- ❖ Required attachments may be scanned for the grant's email submission.
- ❖ **DO NOT** include additional information not specified in the RFGA and Application Packet such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring.
- ❖ Paper copies **must be** stapled or clipped; **NOT** bound or placed in three-hole binders or folders.
- ❖ Late and/or incomplete proposals will **NOT** be accepted.

# ATTACHMENT A: PERFORMANCE REQUIREMENTS

## GRANTEE RESPONSIBILITIES

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

1. Grantee must perform all tasks as proposed in the Afterschool Quality Improvement Request for Grant Application (RFGA).
2. **Grant Period**
  - a. Start date July 1, 2018.
  - b. End date June 30, 2021.
3. **Grant Orientation Meeting**

The Organization's grant administrator, fiscal management staff and program coordinator must attend a 2-3 hour, in-person, grant orientation meeting (TBA). If the program site coordinator changes during the grant year, the new site coordinator will be responsible for completing the online grant training.
4. **Staff Training**
  - a. Organization must provide documentation showing 20 hours of program-related training each year for every staff person working 10 or more hours per week. Ten hours of training must be offered in a format that includes verifiable evaluation. Staff meetings are not considered training unless a specific training topic is planned, presented and evaluated.
  - b. There is an additional five hours of managerial or supervisory training required for a Site Coordinator or equivalent position, for a total of 25 hours each year. These additional five hours must be included in the annual requirement of 10 training hours with a verifiable evaluation component.
5. **Service Population and Program Requirements**
  - a. Program must provide a regular, formally supervised afterschool program for youth, ages 5-12:
    - i. **A minimum of 32 weeks during the school year, 10 hours per week.** For purposes of this grant, a week is defined as a minimum of four days during a calendar week, Monday-Friday, interim periods or any other time youth are unsupervised. Funding is not available for one-time, summer only or sporadic club activities;
    - ii. Regardless of race, religion, political ideology, physical ability and ability to pay in accordance with Title I of the *Workforce Innovation and Opportunity Act*.
  - b. Programs may opt to operate additional summer programming, for a minimum of six weeks, four hours per day. For the purpose of this grant, a summer week is defined as a minimum of three days **during the summer** when school is not regularly in session.
  - c. Programs are required to:
    - i. Serve identified percentage of youth receiving free or reduced lunch, attending 30 days or more based on grant amount applied for, with a minimum average daily attendance (ADA) of 10, and allow youth to attend all hours of programming each week. Kindergarten youth can only be included in Average Daily Attendance (ADA) and percentage of youth receiving free or reduced lunch, attending 30 days or more when they are served during the same hours and in the same program or classroom as youth in grades one through six;
    - ii. Provide a balance of academic and enrichment activities;
    - iii. If fees are charged, offer a sliding fee scale or accept child care assistance (subsidy) in order to provide equal access for families of all income level; and
    - iv. Post, in a location visible to the public, "*Equal Opportunity is the Law*" provided by the Department of Workforce Services (DWS).
6. **National Lights On Event**

Funded programs are encouraged to organize an annual Lights On event, and register the event on <http://www.afterschoolalliance.org/loaHostEvent.cfm>.

## 7. Academic Programming

Funded programs are encouraged to utilize evidence-based academic curriculum and resources.

## 8. Prevention and Education Components

The program must include at least **two (2)** prevention and education components utilizing evidence-based curriculum\*, incorporated at least twice a week during the regular school year, from the following:

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

*\*Note: Curriculum must be approved by DWS, OCC and include pre/post-test components administered in the first 60 and last 60 days of the school year, respectively*

## 9. Parent or Guardian Involvement

The program design must include parent or guardian involvement components.

## 10. Background Checks

Program must meet the background check requirement outlined in *Attachment H, Criminal Background Check Requirement*. This requirement is subject to change based on revisions to federal, state or local statute or rule. License-exempt providers must comply with background check requirements stated in UT CODE 26-39: [http://www.le.utah.gov/xcode/Title26/Chapter39/C26-39\\_1800010118000101.pdf](http://www.le.utah.gov/xcode/Title26/Chapter39/C26-39_1800010118000101.pdf).

## 11. Computer Use

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

## 12. Consultation and Technical Assistance

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

## 13. Program Quality

- a. Annually, the program must meet the current standard of quality set by DWS, as measured by the *School-Age Program Quality Assessment (SAPQA)* and determined by an external assessment performed by DWS, OCC or its designee. The SAPQA can be found [here](#) or see *Attachment B*.
  - i. Programs that score less than a three (3) average on initial yearly observations will be required to create a performance plan in conjunction with DWS, OCC or its designee in order to increase SAPQA average by at least one (1) point by end of year observation.
  - ii. Programs are expected to show increases in the following SAPQA scales yearly, until and unless an external observation score of 4.0 is received:
    - 1) Emotional Safety
    - 2) Warm Welcome
    - 3) Managing Feelings
    - 4) Active Engagement
    - 5) Skill Building
    - 6) Leadership
- b. The program's grant administrator and site coordinator must register with the Utah Afterschool Network (UAN) at [www.utahafterschool.org](http://www.utahafterschool.org) within one month of the execution of this agreement.

## 14. Reporting and Data Collection

Grantee shall participate in statewide afterschool data collection efforts by the DWS, OCC, the UAN and the University of Utah's Utah Education Policy Center (UEPC), as requested. At a minimum, each funded site will be required to:

- a. Submit one mid-year and one annual progress report. A report template will be provided to grantees by DWS, OCC with sufficient notice of the information or data required; and
- b. Participate fully in data collection efforts as requested by the DWS, OCC, the UAN and the UEPC.

**15. Expense Reimbursement**

- a. Programs shall submit requests for reimbursement of expenses using the reimbursement template(s) provided by DWS, OCC;
- b. Generally, reimbursements are paid within 30 days of receipt but may be affected by accuracy of invoice and approval by DWS Finance Division;
- c. The first three requests for reimbursement must include full documentation;
- d. After three consecutive, accurate invoices are submitted with approval from DWS Finance Division, only salary and fringe benefit documentation and general ledger shall be required for reimbursements;
- e. For each remaining state fiscal year of the contract period, a random desk audit of an invoice will be conducted with all supporting documentation submitted; and
- f. Grantee shall submit all supporting documentation for invoiced purchases, upon request by OCC.

**16. Budget**

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

- a. All budget change requests shall be made to the assigned OCC Program Specialist. Based on budget change request, OCC Program Specialist shall:
  - i. Provide written approval when appropriate; or
  - ii. Request the submission of appropriate budget change form for significant budget changes.
- b. Funding in the following budget categories shall not be moved:
  - i. Funding allocated to salary and fringe benefits in Program Expenses; or
  - ii. Funding from Categories II or III into Category I, Administrative Expenses.
- c. Funding may be moved out of Category I, Administrative Expenses;
- d. Budget changes shall not be made in the last calendar month of each contract year;
- e. Submission of final invoices for contract terms that align with the state fiscal year, which are those beginning July 1 and ending June 30 in a particular year. Final invoices shall:
  - i. Include only unreimbursed expenses incurred and received prior to June 30 of the contract year. Expenses ordered but not received by June 30 shall not be reimbursed; and
  - ii. Be submitted to OCC no later than seven business days after June 30 of the contract year.
- f. Average Daily Attendance (ADA), percentage of youth receiving free or reduced lunch, attending 30 days or more and gap analysis documentation will be reviewed on an annual basis for youth age 5 to 12 (depending on age of population served). Grant funds may be reduced if there is a reduction in the reported percentage of youth attending 30 days or more or gap analysis documentation in accordance with the following tiered funding table:

1% - 29%	\$14,001 - \$25,000
30% - 39%	\$25,001 - \$46,000
40% - 49%	\$46,001 - \$61,000
50% +	\$61,001 - \$77,000

## 17. Allowable Costs

Grant funding is intended to supplement, build upon and add to existing program funds in order to enhance the quality of the program. Allowable costs are based on the intent of the grant. Purchases must be age appropriate and safe for children. Any use of Federal CCDF funds must be consistent with CCDF purposes and applicable CCDF rules. Any costs charged to the CCDF program must be necessary, reasonable, and allocable to the program.

*Attachment D: CCDF Allowable/Unallowable Direct Costs FY2019*, which is not an exhaustive list, identifies some possible uses of CCDF funds. Any questions regarding allowable and unallowable costs, grantees should contact their DWS Program Specialist prior to incurring the expense programs to confirm an expense is allowable.

## 18. Unallowable Costs

Grant funding cannot be used to supplant existing expenditures and must be used as an addition to existing funds for the program and not replace funds which has been funded from parent fees for current program operation.

*Attachment D: CCDF Allowable/Unallowable Direct Costs FY2018*, which is not an exhaustive list, identifies Unallowable Costs. Any questions regarding allowable and unallowable costs, grantees should contact their DWS Program Specialist prior to incurring the expense programs to confirm an expense is allowable.

## 19. Oversight

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

## **DWS RESPONSIBILITIES**

DWS, or its designee(s), will be responsible for the following:

1. Providing contract monitoring support;
2. Providing technical assistance to programs when needed or requested;
3. Reviewing all invoiced expenditures for compliance with state and federal requirements; and
4. Coordinating with contracted Out-of-School Time (OST) Specialists to provide technical support.

## **EXPECTED OUTCOMES**

The five expected outcomes for the Grant include:

1. The overall quality of the grantee's afterschool program/out-of-school time program will increase as measured by SAPQA. If the program's baseline score is at a 4 or higher, it shall be maintained. Scores will be determined by an external observation by DWS or its designated representative.
2. Relationships between youth and staff will be improved as measured by the SAPQA in designated scales. If the program's baseline score in designated scales is at a 4 or higher, it shall be maintained. Scores will be determined by an external observation by DWS or its designated representative.
3. Skill building support for youth will be increased as measured by the SAPQA in designated scaled. If the program's baseline score in designated scales is at a 4 or higher, it shall be maintained. Scores will be determined by an external observation by DWS or its designated representative.
4. The majority of youth will demonstrate increased competency in prevention education areas identified by the program as measured by pre and post tests.
5. Professional development opportunities for afterschool professionals will be expanded to include 20 hours of training for front line staff with an additional five hours of specialized managerial or supervisory targeted training for site coordinators.

# ATTACHMENT B: SCHOOL-AGE PROGRAM QUALITY ASSESSMENT (SAPQA)

Annually, the program must meet the current standard of quality set by DWS, as measured by the *School-Age Program Quality Assessment (SAPQA)* and determined by an external assessment performed by DWS, OCC or its designee.

The purpose of the SAPQA is to assist programs at any stage of development in assessing their progress against national benchmarks in four domains of quality and one area of organizational administration to help provide a framework for intentional goal setting for quality improvement. The four domains are: Safe Environment, Supportive Environment, Interaction, and Engagement. There is an additional Organizational Interview and document review designed to measure organization-level policies and procedures. For the purposes of this grant, the SAPQA is administered by a DWS, OCC selected external observer, trained and endorsed in reliability through The Weickart Center, the developers of the SAPQA. A program will receive an observation and score twice each fiscal year, once to establish a baseline score and once to measure program quality improvement.

The SAPQA was developed by the David P. Weickart Center for Youth Program Quality and has been validated in a national study. It is based on the most current research, quality standards, and feedback from out-of-school time programs nationwide. It is applicable to all types of afterschool/out-of-school time programs serving youth in grades K-6 including schools, recreation, government, community-based/non-profit centers, and private providers.

The following describes each of the quality areas:

1. **Safe Environment** - Children experience both physical and emotional safety. The program environment is safe and sanitary. Space is adequate and food is nutritious.
2. **Supportive Environment** - Adults support children in learning and growing. Adults support children with opportunities for active learning, skill building, and developing healthy relationships. The program space is also supportive of children with the environment child-centered and the materials appropriate to children's needs.
3. **Interaction** - This is about the peer culture that exists in a program, and what adults can do to positively affect that culture. Children support each other. Children experience a sense of belonging. Children act as leaders and help one another. Children manage their feelings and resolve conflict.
4. **Engagement** - When young people feel safe and experience a sense of belonging, this allows them to assert agency over their own learning. The engagement domain measures whether children have opportunities to plan, make choices, take on responsibilities, reflect and learn from their experiences.
5. **Organizational Interview** - assesses the quality of organizational support for the program offerings assessed. It consists of three domains:
  - a. **Youth Centered Policies and Practices** - This domain is about how well the staff practices and policies support youth.
  - b. **High Expectations for Youth and Staff** - This domain focuses on the administrative expectations for youth and staff.
  - c. **Access** - This domain focuses on access for youth and families.

David P. Weickart Center for Youth Program Quality: <http://www.cypq.org/>



## ATTACHMENT C: Definitions

Definitions for the purpose of the Afterschool Quality Improvement Grant are as follows:

1. **Program:** Afterschool program serving elementary-age (5 to 12)
2. **Program Site:** Afterschool program serving one or more age group(s), elementary-age (ages 5 to 12) or teen (ages 13 to 18) youth. If both age groups are served at the same physical location, there is a separate schedule and/or set of activities for the age groups.
3. **Supplanting:** Contract funds must be used as an addition to existing funds for the program and not replace funds which have been appropriated, designated or come from parent fees for current program operation. Funds appropriated for the Child Care and Development Fund (CCDF), Temporary Assistance for Needy Families (TANF) or Discretionary Funds must be used to supplement, not supplant.
4. **Academic Activities:** Include and are not limited to; academic assistance, homework and tutoring.
5. **Enrichment Activities:** Include and are not limited to; art, music, drama, sports, indoor and outdoor play and cross curricular activities supporting core curriculum.
6. **Child Care Subsidy:** Financial aid for eligible families with youth ages 5 to 12 to attend an eligible childcare facility.
7. **Collaborator or Partner:** A collaboration or partnership resulting in increased services and/or resources to be utilized in an afterschool time program.
  - a. Some examples of community involvement collaboration/partnership are service clubs with members that volunteer in the program; a public school classroom or religious center shares space with another public or private youth prevention program; community health and safety networks that fund a specific project; or arts organizations that conduct special activities in the program. **Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.**
8. **Formally Supervised Program:** Formal supervision includes any time youth are with a responsible adult, including time spent during formal transportation for 10 miles or more (one way) to and/or from the program.
9. **Hours of Operation:** The numbers of hours youth are participating in actual programming time.
10. **Interim hours:** Hours that programming takes place when school is not in session (i.e. during breaks for year round school).
11. **Week:** A minimum of four days during a calendar week.
12. **Department of Workforce Services – Utah Office of Child Care Afterschool Grants:**
  - Teen Afterschool Prevention Grant
  - CCDF Match Partnership Grant I and II
  - Kindergarten Match
  - Stronger Start Grant
  - SAQI Grant
  - IGP – Supplemental Grant
  - IGP – Afterschool Grant

## ATTACHMENT D: Allowable and Unallowable Costs

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

Allowable	Unallowable
Child Sized Furniture	Rent or Mortgage Payment
Equipment	Capital Expenditures exceeding \$5,000
Learning and play materials	Maintenance or repairs of building
Evidence based, developmentally appropriate curriculum	Used equipment, furniture or materials
Minor remodeling that improves health and safety of children (Must be pre-approved by OCC and a minimum of 2 bids is required)	Major Construction
Expenses for activities or programming included in the grant requirements that the program does not already have in place at the time of application	Business expenses required by Child Care Licensing (CCL) or other regulating agencies
Raise wages for existing staff above wage paid at time of application	DVD players or gaming systems
Staff Performance Awards (Must be linked to staff performance, specific goals and outcomes, and a written plan or formula)	Office equipment such as desks, chairs, and computers
Salary for staff that work additional hours for parent/teacher conferences or family engagement events	Furniture that is not related to the care of children
Salary for staff attending classes or targeted professional development activities	Any food expenses for meals or snacks as required by CCL
Salary for staff planning time when staff are not responsible for children	Stationary playground equipment
Professional Development for staff (Fees and wages for time spent in class)	Vehicle purchases, repair costs or maintenance
Food for staff trainings or meetings related to a specific quality improvement grant, does not exceed state per diem, and sufficient documentation is provided	Bad debts
Professional Resources for staff	Goods or services for personal use
Field trips that include an educational component, support prevention components or are related to quality programming and curriculum	Field trips or activities for entertainment purposes only such as movies, gaming arcades, amusement parks
Parent Engagement Activities required by grant	Entertainment for staff (i.e.: amusement, entertainers, social activities, tickets to shows, outside meals, lodging)

Light refreshments or snacks for parent engagement activities required by grant, with sufficient documentation	Out-of-State Travel without pre-approval from OCC
Presenters or contract services related to quality programming	Any payment to a family member of an owner, director, officer or board member of an organization without previous disclosure and approval by DWS
Computers or iPads for children's use, with OCC approval and proper firewall installation	Bank Fees
Age appropriate computer software that supports curriculum	Child Care Tuition
Consumable products such as art or paper supplies (may not exceed 5% of annual grant amount, unless otherwise specified)	



## ATTACHMENT E: AFTERSCHOOL QUALITY IMPROVEMENT GRANT

### RFGA Evaluation Score Sheet

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

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

<b>COMPETITIVE PRIORITY POINTS</b>				
1. Program will serve youth from school(s) with free/reduced lunch rates above 50 percent. (3 points)	Documentation Required, program can receive priority points for <b>either</b> indicator 1 or 2, <u>not both</u>	Yes/No	If Yes 3	<b>3 Points Possible</b>
2. Program will serve youth from school(s) with reduced price lunch rates above 65 percent. (5 Point)	Documentation Required, program can receive priority points for <b>either</b> indicator 1 or 2, <u>not both</u>	Yes/No	If Yes 5	<b>5 Points Possible</b>
3. Program operates until 5:30 p.m. or later, four days per week. (1 Point)	Documentation Required	Yes/No	If Yes 1	<b>1 Point Possible</b>
4. Program operates five days per week. (1 Point)	Documentation Required	Yes/No	If Yes 1	<b>1 Point Possible</b>
5. Program operates 36 weeks or more during the school year. (1 Point)	Documentation Required	Yes/No	If Yes 1	<b>1 Point Possible</b>
6. Program is located in a county that has submitted an IGP Plan (3 Points)	<u>NO</u> Documentation Required	Yes/No	If Yes 3	<b>3 Points Possible</b>
7. Program operates in a county with a child IGP rate at 10% or higher. See <a href="https://jobs.utah.gov/wi/data/vizcentral/igp.html">https://jobs.utah.gov/wi/data/vizcentral/igp.html</a> for county by county IGP rates.	<u>NO</u> Documentation Required	Yes/No	If Yes 5	<b>5 Points Possible</b>

8. Program operates in a rural county. See <i>Attachment F, Utah Rural Map</i> . (3 Points)	<b><u>NO</u></b> Documentation Required	Yes/No	If Yes 3	<b>3 Points Possible</b>
9. Program meets at least <b><u>ONE</u></b> of the following: <input type="checkbox"/> Program has NOT received an Office of Child Care <b><u>afterschool</u></b> grant within the past three years. (1 Point)  <input type="checkbox"/> Program has NEVER received an Office of Child Care <b><u>afterschool</u></b> grant. (1 Point)	<b><u>NO</u></b> Documentation Required	Yes/No	If Yes 1	<b>1 Point Possible</b>
<b>OVERALL COMMENTS:</b>			<b>Points Possible: 20</b> <b>Points Awarded: _____</b>	

**1. COMMUNITY RISK AND NEED DETERMINATION (20 POINTS POSSIBLE)**

Provide a community and site profile justifying the need for afterschool programming while considering the population the program serves. Include a description of the specific data sources used and risk information provided in table.

\_\_\_ / 20

**A. There is a clear and concise description of the risk information and need for afterschool program in the community that is supported with appropriate data. (10 points)**

Marginal (1-3 Points)	Somewhat Rigorous (4-7 points)	Most Rigorous (8-10 points)
<ul style="list-style-type: none"> <li>The explanation is unclear as to the need for the program in the community to be served.</li> <li>There is no data provided to support the need for the program, or the data provided is general in nature and not specific to the community.</li> </ul>	<ul style="list-style-type: none"> <li>Needs are expressed, but the program did not include how or why those specific needs were identified.</li> <li>A summary of the needs data is provided, but it does not appear to present a complete picture of the needs of the community.</li> </ul>	<ul style="list-style-type: none"> <li>The needs of youth and the community are assessed and specific data and sources are included.</li> <li>Need Determination includes a 360 degree view of other afterschool providers in the geographical area</li> <li>There is a detailed summary of the risk information highlighted in the assessment process that will be targeted in the afterschool program.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 10**  
**Points Awarded: \_\_\_\_\_**

**B. There is an explanation of the how risk information and needs data were gathered. The process for gathering data is comprehensive and reliable. (10 points)**

Marginal (1-3 Points)	Somewhat Rigorous (4-7 points)	Most Rigorous (8-10 points)
<ul style="list-style-type: none"> <li>A needs assessment is cited, but there is no explanation of the process used to gather the needs data.</li> <li>The description indicates a shallow assessment of community needs.</li> </ul>	<ul style="list-style-type: none"> <li>A general needs assessment process is described, and there is a broad reference to surveys and other assessment tools, but the explanation is not specific.</li> <li>Sources of data are not always given or have questionable reliability or relevance. It is not clear if survey instruments used were comprehensive in measuring the needs of the community.</li> </ul>	<ul style="list-style-type: none"> <li>The needs assessment data gathering process, including the target group and the specific tools used, is described clearly and completely.</li> <li>The process was comprehensive and relevant to community needs, depended on reliable sources of information, and used valid and thorough survey instruments.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for B: 10**  
**Points Awarded: \_\_\_\_\_**

**2. PROGRAM DESIGN AND SERVICES (20 POINTS POSSIBLE)**

Provide detailed descriptions of the following:

\_\_\_\_ / 20

- A. Explain the daily schedule demonstrating balanced programming in the areas of academic and enrichment activities. See *Attachment C, Definitions*. Proposals entirely academic or entirely enrichment will not be considered.
- B. Describe the evidence-based curriculum and/or resources used in the program.
- C. Describe how the program will build relationships with the participating youth’s parents and guardians.

**A. The afterschool program is designed to, and will successfully support the academic and enrichment needs of the youth, as determined in the Community Risk and Need Determination section. (7 Points)**

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-5 Points)</b>	<b>Most Rigorous (6-7 Points)</b>
<ul style="list-style-type: none"> <li>• The proposed program is appropriate to a few of the targeted needs of the youth addressed in the Community and Need Determination section.</li> <li>• There is little indication the proposed program will successfully address academic needs and support.</li> </ul>	<ul style="list-style-type: none"> <li>• The design of the proposed program indicates that it is appropriate to most of the targeted needs of the youth identified in the needs assessment.</li> <li>• There is some evidence to suggest that the proposed program will successfully address most of the academic needs and academic support.</li> </ul>	<ul style="list-style-type: none"> <li>• The design of the proposed program clearly indicates it is appropriate to the targeted needs of the youth identified in the Community and Need Determination section.</li> <li>• Convincing evidence is presented to indicate the proposed program will successfully address the academic and enrichment needs of youth in the community.</li> <li>• A system is in place for tracking daily attendance as well as calculating ADA and program activities on at least a weekly basis.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 7**

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

**2. PROGRAM DESIGN AND SERVICES-CONTINUED**

***B. There is a clear description of the evidence-based curriculum and resources to be used in the program and is appropriate for the targeted population. (7 points)***

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-5 Points)</b>	<b>Most Rigorous (6-7 Points)</b>
<ul style="list-style-type: none"> <li>The evidence-based curriculum and resources to be used for the program is appropriate for a few of the targeted population.</li> <li>The description of the evidence-based curriculum and resources to be used for the program is lacking key details.</li> </ul>	<ul style="list-style-type: none"> <li>The evidence-based curriculum and resources to be used for the program is appropriate for most of the targeted population.</li> <li>There is a general description of the evidence-based curriculum and resources to be used for the program, but lacks specific details.</li> </ul>	<ul style="list-style-type: none"> <li>The evidence-based curriculum and resources to be use for the program is appropriate for all of the targeted population.</li> <li>There is a clear and detailed description of the evidence-based curriculum and resources to be used for the program.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for B: 7**

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

***C. There is a clear, detailed plan for building relationships with parents and guardians of participating youth that is appropriate for the targeted population. (6 Points)***

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-4 Points)</b>	<b>Most Rigorous (5-6 Points)</b>
<ul style="list-style-type: none"> <li>The plan for building relationships and engaging parents and guardians is appropriate for a few of the targeted population.</li> <li>The plan for engaging parents and guardians is missing or weak.</li> </ul>	<ul style="list-style-type: none"> <li>The plan for building relationships and engaging parents and guardians is appropriate for most of the targeted population.</li> <li>The plan for engaging parent and guardians is general and lacks specific details of what the parent and guardian activities would be and how often the activities would occur.</li> </ul>	<ul style="list-style-type: none"> <li>The plan for building relationships and engaging parents and guardians is appropriate for all of the targeted population.</li> <li>The plan for engaging parent and guardians is clear and detailed, including specifics regarding what the parent and guardian activities would be and how often the activities would occur.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for C: 6**

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



**3. ACADEMIC SUPPORT EFFORTS (18 POINTS POSSIBLE)**

\_\_\_\_ / 18

The program will be required to focus on academic support for participating youth.

- A. Explain the plan for reading, math and homework support provided for youth in the program.
- B. Describe how the program will measure, track and report academic outcomes of youth. Include the assessment/measurement tool(s) to be used, how pre-assessments and post-assessments will be utilized; the overall data collection protocol, plan to obtain parental permission if needed and how outcomes will be reported.
- C. Describe how the program will coordinate with the school(s) attended by the youth in the program in order to support academic skills improvement and how often the site coordinators/group leaders will communicate with administrators and teachers at the schools attended by the youth in the program.

**A. There is a clear, detailed plan for providing reading, math and homework support for youth and appropriate for the target population. (6 Points)**

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5-6 Points)
<ul style="list-style-type: none"> <li>• The plan for providing reading, math and homework support is appropriate for a few of the youth in the target population.</li> <li>• The plan for providing reading, math and homework support is missing or vague.</li> </ul>	<ul style="list-style-type: none"> <li>• The plan for providing reading, math and homework support is appropriate for most of the youth in the target population.</li> <li>• The plan for providing reading, math and homework support is general and lacks specific details.</li> </ul>	<ul style="list-style-type: none"> <li>• The plan for providing reading, math and homework is appropriate for all of the youth in the target population.</li> <li>• The plan for providing reading, math and homework is clear and detailed.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 6**

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

**B. There is a clear, detailed plan for the program to measure, track and report the academic outcomes of youth. (6 Points)**

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5-6 Points)
<ul style="list-style-type: none"> <li>• The plan for measuring, tracking and reporting academic outcomes is vague.</li> <li>• There is some mention of collection of academic outcomes data, but the type, frequency, methods and reporting details are unclear.</li> </ul>	<ul style="list-style-type: none"> <li>• The plan for measuring, tracking and reporting academic outcomes is general and lacks specific details.</li> <li>• There is a general plan to collect academic outcomes data and some description of data collection methods and reporting details.</li> </ul>	<ul style="list-style-type: none"> <li>• Details are provided about academic outcomes data collection efforts and how the data will be used to continuously design the program.</li> <li>• The plan clearly describes the methods used for collection of academic outcomes, indicates that the collection will occur on a regular basis.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for B: 6**

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

**3. ACADEMIC SUPPORT EFFORTS-CONTINUED**

***C. The coordination among the program and the school(s) attended by the youth is clear and demonstrates continuous efforts by the program to communicate with the school(s) on a regular basis in order to support the academic skills improvement of the target population. (6 Points)***

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-4 Points)</b>	<b>Most Rigorous (5-6 Points)</b>
<ul style="list-style-type: none"> <li>The plan for coordination and communication with the school(s) is unclear and vague.</li> <li>There is some mention of how the program will coordinate and communication with school(s), but frequency of communications and how the plan will support academic skills improvement of target population is not mentioned.</li> </ul>	<ul style="list-style-type: none"> <li>The plan for coordination and communication with the school(s) is general and lacks specific details.</li> <li>There is a general plan of how program will coordinate and communicate with the school(s) and some description of frequency of communications and how the plan will support academic skills improvement of target population.</li> </ul>	<ul style="list-style-type: none"> <li>The plan for coordination and communication with the school(s) is clear and demonstrates continuous effort.</li> <li>The plan of how program will coordinate and communicate with the school(s) is clearly described, along with frequency of communications and how the plan will support academic skills improvement of target population.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for C: 6**

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

**4. PREVENTION AND EDUCATION COMPONENTS PROGRAMMING (18 POINTS POSSIBLE)**

- A. Explain how the **two** components were selected; the relevance to the population to be served; and how the program will implement the selected components utilizing evidence-based curriculum.
- B. Describe **three** SMART (specific, measurable, attainable, realistic, and time-bound) outcomes expected from utilizing prevention and education components in the afterschool program.
- C. Indicate how the prevention and education programming outcomes to be collected and reported.

**A. There is clear connection between selected prevention and education component(s) and the population to be served that is supported by data, how components will be implemented, and what evidence-based curriculum will be utilized. (6 Points)**

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5-6 Points)
<ul style="list-style-type: none"> <li>• There are few or weak links between the proposed prevention and education components and the population served.</li> <li>• The applicant states a vague plan for addressing the prevention and education components, but no mention of curriculum to be utilized.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a description of the selected prevention and education components, but lacks data to support the relevance.</li> <li>• The program generally describes the prevention and education components and program implementation is addressed. Curriculum is not evidence-based.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a detailed description of how the prevention and education components were intentionally selected, and the relevance to the population served, supported by data.</li> <li>• There is a detailed plan for how the program will address and implement the prevention and education components. A description of evidence based curriculum is provided.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 6**  
**Points Awarded: \_\_\_\_\_**

**B. There is a detailed description (specific, measurable, attainable, realistic, and time-bound) of outcomes expected from utilizing prevention and education components in afterschool program. (6 Points)**

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5-6 Points)
<ul style="list-style-type: none"> <li>• The all outcomes expected from prevention and education components are vague.</li> </ul>	<ul style="list-style-type: none"> <li>• Most of the outcomes expected from prevention and education components are general and lacks specific details.</li> </ul>	<ul style="list-style-type: none"> <li>• All outcomes expected from prevention and education components are specific, measurable, attainable, realistic, and time-bound.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for B: 6**  
**Points Awarded: \_\_\_\_\_**

**4. PREVENTION AND EDUCATION COMPONENTS PROGRAMMING-CONTINUED**

**C. There is a clear, detailed plan for the program to measure, track and report prevention and education components programming outcomes. (6 Points)**

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-4 Points)</b>	<b>Most Rigorous (5-6 Points)</b>
<ul style="list-style-type: none"><li>• The plan for measuring, tracking and reporting prevention and education components outcomes is vague.</li><li>• There is some mention of collection of prevention and education components outcomes data, but the type, frequency, methods and reporting details are unclear.</li></ul>	<ul style="list-style-type: none"><li>• The plan for measuring, tracking and reporting prevention and education components outcomes is general and lacks specific details.</li><li>• There is a general plan to collect prevention and education components outcomes data and some description of data collection methods and reporting details.</li></ul>	<ul style="list-style-type: none"><li>• Details are provided about prevention and education components outcomes data collection efforts and how the data will be used to continuously design the program.</li><li>• The plan clearly describes the methods used for collection of prevention and education components outcomes data, indicates that the collection will occur on a regular basis.</li></ul>

**OVERALL COMMENTS:**

**Points Possible for C: 6**

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

**5. STAFF PROFESSIONAL DEVELOPMENT (18 POINTS POSSIBLE)**

- A. Explain the qualifications of the individual(s) identified to oversee and support the successful implementation of the program. \_\_\_\_\_ / 18
- B. Describe the program’s plan for retaining program level leadership positions (e.g.: program coordinators, site directors, program managers) in the program and how this plan aligns and supports *Addendum E – Staff Retention Plan*.
- C. Detail the training and mentoring provided by afterschool administration to the staff when hired and ongoing (e.g. Utah Afterschool Network, URPD, conferences, trainings, etc.), and how staff will be offered support in their own professional development.

**A. The amount of time the individual(s) overseeing the program will dedicate to the program is explained. (6 Points)**

<p><b>Marginal (1-2 Points)</b></p> <ul style="list-style-type: none"> <li>There is no description of the qualifications of individual(s) who will oversee the afterschool program and no mention of how much time the individual(s) will dedicate to the program.</li> </ul>	<p><b>Somewhat Rigorous (3-4 Points)</b></p> <ul style="list-style-type: none"> <li>There is some description of the qualifications of individual(s) who will oversee the afterschool program and some mention of how much time the individual(s) will dedicate to the program.</li> </ul>	<p><b>Most Rigorous (5-6 Points)</b></p> <ul style="list-style-type: none"> <li>There is a clear description of the qualifications of individual(s) who will oversee the afterschool program and how much time individual(s) will dedicate to the program.</li> </ul>
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OVERALL COMMENTS:

Points Possible for A: 6  
Points Awarded: \_\_\_\_\_

**B. There is a plan to address issues of recruitment and retention of highly qualified staff to oversee and support the successful implementation of the afterschool program. (6 Points)**

<p><b>Marginal (1-2 Points)</b></p> <ul style="list-style-type: none"> <li>There is no plan to recruit and retain highly qualified staff. Little or no alignment with <i>Addendum E – Staff Retention Plan</i>.</li> </ul>	<p><b>Somewhat Rigorous (3-4 Points)</b></p> <ul style="list-style-type: none"> <li>There is a general plan to recruit and retain highly qualified staff. Some alignment with <i>Addendum E – Staff Retention Plan</i>.</li> </ul>	<p><b>Most Rigorous (5-6 Points)</b></p> <ul style="list-style-type: none"> <li>There is a detailed and clear plan to recruit and retain highly qualified staff. Intentional and clear alignment with <i>Addendum E – Staff Retention Plan</i>.</li> </ul>
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OVERALL COMMENTS:

Points Possible for B: 6  
Points Awarded: \_\_\_\_\_



**6. COST INFORMATION (18 POINTS POSSIBLE)**

Justify the program’s financial need and how the need aligns with *Budget Forms V., VI. and VII. Supporting Documentation – Gap Analysis.*

\_\_\_\_ / 18

- A. Explain the need for these funds to provide a quality afterschool programming.
- B. Provide a summary of how funds will be appropriately utilized over the three-year period of the grant that aligns with *Budget Forms V. and VI.*
- C. Identify sustainability plan beyond the grant period.

**A. There is a clear explanation of how and why the funds will provide quality afterschool programming and support needs of target population.(6 Points)**

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-4 Points)</b>	<b>Most Rigorous (5-6 Points)</b>
<ul style="list-style-type: none"> <li>• There is none or little explanation of how and why funds will provide quality programming.</li> <li>• Little or no mention of how funds will support needs of target population.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a general explanation of how and why funds will provide quality programming.</li> <li>• Some mention of how funds will support needs of target population.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a clear explanation of how and why funds will provide quality programming.</li> <li>• Details are mentioned of how funds will support needs of target population.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 6**  
**Points Awarded: \_\_\_\_\_**

**B. An intentional plan of how funds will be utilized during the grant period is described and aligns with Budget Forms V. and VI. and Supporting Documentation – Gap Analysis (6 Points)**

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-4 Points)</b>	<b>Most Rigorous (5-6 Points)</b>
<ul style="list-style-type: none"> <li>• There is no plan or a vague plan for how funds will be utilized during the grant period.</li> <li>• None or little alignment with <i>Budget Forms V. and VI.</i></li> <li>• None or little alignment with Gap Analysis and Wallace Afterschool Cost Calculator for program/program site.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a general plan for how funds will be utilized during the grant period.</li> <li>• Some alignment with Budget Forms V. and VI.</li> <li>• Some alignment with Gap Analysis and Wallace Afterschool Cost Calculator for program/program site.</li> </ul>	<ul style="list-style-type: none"> <li>• There is a specific and intentional plan for how funds will be utilized during the grant period.</li> <li>• Clear, intentional alignment with <i>Budget Forms V. and VI.</i></li> <li>• Clear, intentional alignment with Gap Analysis and Wallace Afterschool Cost Calculator for program/program site.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for B: 6**  
**Points Awarded: \_\_\_\_\_**

**6. COST INFORMATION-CONTINUED**

***C. Description of responsibilities of key financial staff is provided, with specific details about which individual(s) will oversee the invoice processing and overall fiscal management of the afterschool program grant. (6 Points)***

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3-4 Points)</b>	<b>Most Rigorous (5-6 Points)</b>
<ul style="list-style-type: none"><li>• There is little or no description of responsibilities of identified key financial staff.</li><li>• Little or no details are provided about who will oversee the invoice processing and overall fiscal management of the afterschool program grant.</li></ul>	<ul style="list-style-type: none"><li>• There is some description of responsibilities of identified key financial staff.</li><li>• Some details are provided about who will oversee the invoice processing and overall fiscal management of the afterschool program grant.</li></ul>	<ul style="list-style-type: none"><li>• There is a detailed description of responsibilities of identified key financial staff.</li><li>• Specific details are provided about who will oversee the invoice processing and overall fiscal management of the afterschool program grant.</li></ul>

**OVERALL COMMENTS:**

**Points Possible for B: 6**

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



7. V. PROPOSAL BUDGET AND VI. PROPOSAL BUDGET DETAIL NARRATIVE FORMS (10 POINTS POSSIBLE)

\_\_\_ / 10

**A. The stated costs are reasonable in relation to the number of youth to be served. In the VI. Proposal Budget Detail Narrative, all line item costs are itemized, detailed and purposeful. (10 Points)**

Marginal (1-3 Points)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none"> <li>It is difficult to determine if stated costs are reasonable in relation to number of youth to be served.</li> <li>Not all line items costs are itemized, detailed and purposeful.</li> </ul>	<ul style="list-style-type: none"> <li>There is not enough detail provided to determine if stated costs are reasonable in relation to number of youth to be served.</li> <li>Most line items costs are itemized, detailed and purposeful.</li> </ul>	<ul style="list-style-type: none"> <li>Stated costs are reasonable in relation to number of youth to be served.</li> <li>All line items costs are itemized, detailed and purposeful.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 10**  
**Points Awarded: \_\_\_\_\_**

8. PROPOSAL ADDENDA: COLLABORATION LETTER (5 POINTS POSSIBLE)

\_\_\_ / 5

**A. Collaboration & Partnership Letter clearly describe the involvement of the collaborator or partner in the afterschool program with specific details of what services the collaborator or partner will provide, how often and how the collaboration or partnership will support the needs of the youth served in the program. (5 Points)**

<b>Marginal (1-2 Points)</b>	<b>Somewhat Rigorous (3 Points)</b>	<b>Most Rigorous (4-5 Points)</b>
<ul style="list-style-type: none"> <li>The letter is a general statement of commitment and planned contributions to the program are vague.</li> <li>Unclear how collaboration or partnership supports the needs of the youth served in the program.</li> </ul>	<ul style="list-style-type: none"> <li>The letter provides a general understanding of collaborator or partner’s role and capacity and some details services and contributions.</li> <li>General details on how collaboration or partnership supports the needs of the youth served in the program.</li> </ul>	<ul style="list-style-type: none"> <li>The letter, signed by a senior administrator of the organization, clearly delineates any service or contribution for each year of the program.</li> <li>Specific details on how collaboration or partnership supports the needs of the youth served in the program.</li> </ul>

**OVERALL COMMENTS:**

**Points Possible for A: 5**  
**Points Awarded: \_\_\_\_\_**

i. Proof of free or reduced lunch rate (must be 40% or higher)	Yes / No	
ii. Program advertisement or flyer	Yes / No	
iii. Building Administrator Letter	Yes / No	
iv. 501 (c)(3) Letter (if applicable)	Yes / No	N/A
v. Negotiated Indirect Cost Rate (if applicable)	Yes / No	N/A

**TOTAL EVALUATION POINTS**

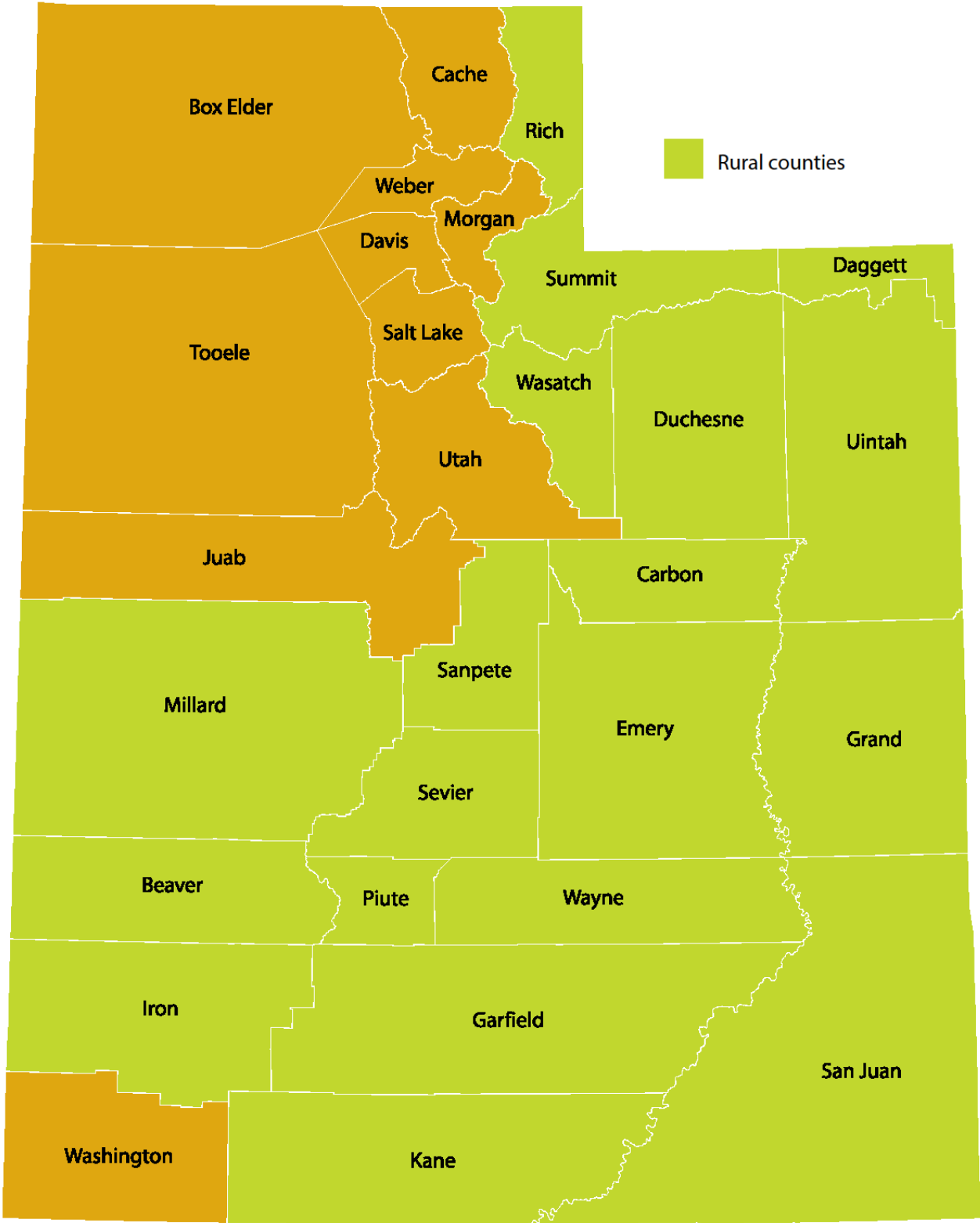
**OVERALL COMMENTS:**

**TOTAL Competitive Priority Points Possible: 20**  
**TOTAL Competitive Priority Awarded: \_\_\_\_\_**

**TOTAL Proposal Narrative Points Possible: 127**  
**TOTAL Proposal Narrative Points Awarded: \_\_\_\_\_**

**TOTAL POINTS POSSIBLE: 147**  
**TOTAL POINTS AWARDED: \_\_\_\_\_**

# ATTACHMENT F: UTAH RURAL MAP



**ATTACHMENT G**  
**Department of Workforce Services**  
**Grant Terms and Conditions**

*For funding subject to the federal reporting requirements in place after December 26, 2014*

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DWS's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six years after the Grant terminates or until all audits initiated within the six years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DWS.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
  - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant 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. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" 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 Grant. 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 Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
    - i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant 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 Grant, 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).

7. **MONITORING:**

- a. DWS shall have the right to monitor GRANTEE'S performance under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to the GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
  - b. If it is discovered through monitoring that the Grantee is in default (not in compliance with the grant agreement), the 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 the Grantee and DWS.
  - c. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
9. **GRANT RENEWAL:** Renewal of Grant will be solely at the discretion of DWS.
10. **RENEGOTIATION OR MODIFICATIONS:** This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.

11. **GRANT TERMINATION:**

- a. **Termination for Cause:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. DWS will give the GRANTEE only one opportunity to correct and cease the violations.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. 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.
- d. **Fund-Out Termination:** GRANTEE acknowledges that DWS cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DWS cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DWS fails to receive appropriations then DWS may, by giving at least 30 days advance written notice, terminate this Agreement. DWS will reimburse GRANTEE for services performed up through the date of cancellation.
- e. **Attorneys' Fees and Costs:** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the

unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

**f. Remedies for Grantee's Violation:**

- i. 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.
- ii. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DWS is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

12. **CITING DWS IN ADVERTISING:** Grantee agrees to give credit to DWS for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DWS.

13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DWS's drug-free workplace policies while performing services under this Agreement.

14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DWS upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DWS. Billings and claims for services 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 they may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15<sup>th</sup>, 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 Grant.

15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Grant 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.

16. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to 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.

17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant 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 Grant 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.

18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing

data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant 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 Grant.

19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant.

For GRANTEES receiving any Federal funds: By signing this Grant, 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.

GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

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

- a. 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 Contract 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 Contract.
- b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
  - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
  - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
  - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS's Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.



- d. If GRANTEE is a Non-Profit Organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31<sup>st</sup> of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.
21. **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. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DWS monitors.
22. **SEPARABILITY:** A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.
23. **INDEMNITY:**
- **IF THE GRANTEE IS A GOVERNMENTAL AGENCY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
  - **IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY:** The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, employees, sub-grantees, or sub-contractors, but not for claims arising from the State's sole negligence.
24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. 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. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The 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 expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.
25. **GRIEVANCE PROCEDURE:** The GRANTEE agrees to establish a system which recipients of services provided under this Grant may present grievances about the operation of the program as it pertains to and affects said recipient. The 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 instance by DWS. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify DWS of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to DWS for processing through DWS's Administrative Process.

26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of DWS's or the GRANTEE'S responsibilities with respect to this Agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign DWS's disclosure statement.

27. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**

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

**Table 1: Cost Principles**

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

- c. Compensation for Personal Services - Additional Cost Principles:  
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
  - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
  - ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
  - iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the 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:** The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. 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.

28. **ADMINISTRATIVE EXPENDITURES:** If allowed by the budget terms of this Agreement, DWS will reimburse administrative expenditures as follows: administrative costs (both direct and indirect) cannot exceed 10% of the total budget. GRANTEES with approved indirect cost rates must provide DWS with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.

29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Administration” or Category II, “Capital Expenditures” or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. 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.

30. **RELATED PARTIES:** The GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of DWS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by the GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant, the GRANTEE shall be defined to include all owners, partners, directors, and officers of the GRANTEE or others with authority to establish policies and make decisions for the GRANTEE.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are 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, 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.

An organization has in common with the GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The GRANTEE is obligated to notify DWS of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, DWS may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a written statement to DWS which shall include. :

- a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
- b. the name of the other related party;
- c. the relationship between the individuals identified in "a" and "b" above;
- d. a description of the transaction in question and the dollar amount involved (if any);
- e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
- f. the potential effect of the payment to a related party on this Grant; and
- g. the measures taken by the GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

**31. 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 contracted 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 the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

**32. REQUIRED INSURANCE:**

*Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.*

- a. *General Liability Insurance and/or Comprehensive General Liability Insurance:* To protect against liability, loss and/or expense in connection with GRANTEE'S performance described under this contract, GRANTEE shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. GRANTEE'S must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the GRANTEE of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
  - i. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. Before signing this Contract, a non-governmental GRANTEE or Subcontractor shall obtain from its insurer(s) and shall provide to DWS certificates of insurance and "additional insured" endorsements indicating the required coverage is in effect and that the insurer shall give DWS thirty (30) days' notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request

from DWS, a non-governmental GRANTEE or Subcontractor shall provide DWS with evidence the GRANTEE or Subcontractor has the insurance coverage required by this Contract.

iii. It shall be the responsibility of GRANTEE to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the GRANTEE.

- b. *Automobile Insurance:* If the GRANTEE'S services involve transporting any clients or goods for the DWS, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the Subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.
- c. *Professional Liability Insurance:* If the GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the 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 Contract.
- d. *Worker's Compensation and Employers' Liability Insurance:* GRANTEE shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. GRANTEE acknowledges that within thirty (30) days of contract award, the GRANTEE and/or GRANTEE'S subcontractors must submit proof of certificate of insurance meeting the above requirements.

**THE FOLLOWING PARAGRAPHS APPLY TO GRANT AGREEMENTS FUNDED THROUGH THE WORKFORCE INVESTMENT ACT (WIA)**

- 33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
- 34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the GRANTEE'S audit, and accounted for in the GRANTEE'S financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must

come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to DWS through the Cost Reimbursement form.

35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.
36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to DWS through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.

# ATTACHMENT H

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

- A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as “Contractors”) must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information. In addition, if the Contractor’s primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.
- B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.
- C. Definitions
- “Confidential information” includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
  - “Direct service” means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
  - "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
  - “Minor” means any person under the age of 18.
  - “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:

- provide personal protection;
- provide necessities such as food, shelter, clothing, or medical or other health care;
- obtain services necessary for health, safety, or welfare;
- carry out the activities of daily living;
- manage the adult's own resources; or
- comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

D. Background checks shall be obtained according the Contractor's qualifications per Utah statute:

- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108(1)(b) and (g) and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority) then the Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification and obtain Utah and fingerprint-based national criminal history record checks through the BCI.
- If the Contractor does not meet the statutory requirements referenced above, then the Contractor shall require their employee/volunteer to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.
- BCI information can be found at <http://publicsafety.utah.gov/bci/>.

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

F. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.

G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:

- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm



to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.

- H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:
- Any matters involving an alleged sexual offense.
  - Any matters involving an alleged felony or class "A" misdemeanor drug offense.
  - Any matters involving an alleged "crime against the person" under Utah Code 76- 5-101 et seq.
- I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.
- J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

# Attachment I: Equal Opportunity Poster (English)



DEPARTMENT OF  
**WORKFORCE  
SERVICES**

## Equal Opportunity is the Law

### It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.
- The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
- Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

### What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either the recipient's Equal Opportunity Officer or the person whom the recipient has designated for this purpose:

**Carolyn Parsons, Equal Opportunity Officer**  
**Utah Department of Workforce Services**  
**P.O. Box 45249 • Salt Lake City, UT 84145-0249**  
**1-844-795-1697 or 801-526-9445**  
**State Relay 711 or Spanish Relay 1-888-346-3162**  
**cparsons@utah.gov**

**OR**

**Director, Civil Rights Center (CRC)**  
**U.S. Department of Labor**  
**200 Constitution Avenue NW, Room N-4123**  
**Washington, DC 20210 • or electronically as**  
**directed on the CRC website at [www.dol.gov/crc](http://www.dol.gov/crc)**

*If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.*

**Department of Workforce Services • [jobs.utah.gov](http://jobs.utah.gov)**

09-15-0218

# Attachment I: Equal Opportunity Poster (Spanish)



## Igualdad De Oportunidad

### Es contra la ley que el Departamento de Workforce Services (DWS), receptor de fondos federales, discrimine a personas por los siguientes motivos:

- En contra de cualquier individuo en los Estados Unidos, por motivo de su raza, color de piel, afiliación religiosa, sexo, nacionalidad, edad, incapacidad, afiliación o creencia política, y
- En contra de cualquier beneficiario de programas subsidiados por el Título I del Acta de Inversión Laboral de 1998 (Workforce Investment Act, WIA), por motivo del estatus/ ciudadanía del beneficiario, como un inmigrante legalmente admitido y autorizado para trabajar en los Estados Unidos, o su participación en cualquier programa o actividad subsidiada por el acta laboral WIA Título I.

### DWS no debe discriminar a una persona en cualquiera de las siguientes áreas:

- En decidir quién será admitido, o tendrá acceso, a programas o actividades subsidiadas por el acta laboral WIA Título I.
- En proporcionar oportunidades, o en el trato a cualquier persona en relación con el programa o actividad, o
- En tomar decisiones relacionadas con el empleo, en la administración de y conexión con el programa o actividad.

### Qué Hacer si Cree que lo han Discriminado

Si piensa que ha sido víctima de la discriminación en un programa o actividad subsidiada por el acta laboral WIA Título I, levante una demanda durante los primeros 180 días de la fecha en que fue discriminado con el Oficial de Igualdad de Oportunidades/ Servicio al Cliente del Departamento de Workforce Services al número **801-526-4390**, ó **1-800-331-4341**, o por escrito a DWS o al Centro de Derechos Civiles (CRC):

**Oficial de Igualdad de Oportunidades/  
Servicio al Cliente  
Department of Workforce Services  
P.O. Box 45249 • Salt Lake City, UT 84145-0249**

**El Director del Centro de Derechos Civiles  
U.S. Department of Labor  
200 Constitution Ave. NW, Room N-4123  
Washington, DC 20210**

*Personas con impedimentos en el habla, o sordas, pueden llamar a Relay Utah al número 711. Para Español marque 1 888 346-3262.*

*Si presenta una queja con DWS, debe esperar ya sea 90 días, o hasta que DWS emita por escrito un Aviso de Acción Final, antes de levantar otra con CRC.*

*Si DWS no le envía un Aviso de Acción Final por escrito durante los primeros 90 días de que levante su demanda, no tiene que esperar hasta que DWS le emita un Aviso de Acción Final por escrito. Sin embargo, debe levantar su nueva demanda con CRC durante los primeros 30 días, de los 90 días que tiene de plazo (en otras palabras, durante los primeros 120 días de que levante la demanda original con DWS).*

*Si recibe un Aviso de Acción Final por escrito de DWS sobre su demanda, y esta en desacuerdo con la decisión o resolución, usted podrá levantar otra demanda con CRC durante los primeros 30 días de haber recibido el Aviso de Acción Final.*

**Department of Workforce Services • jobs.utah.gov**

09-155-0218