

Department of Workforce Services



**Department of
Workforce Services**

Request for Grant Applications (RFGA)

Domestic Violence Shelter Grant

LETTER OF INTENT DUE: June 24, 2016, 5:00 PM
APPLICATION DUE: June 30, 2016, 12:00 PM (Noon)

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Department of Workforce Services

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This grant is funded by the Federal TANF grant to the State of Utah, CFDA #93.558, and is administered through the Department of Workforce Services.

Domestic Violence Shelter Grant

Department of Workforce

Services Request for Grant

Applications

LETTER OF INTENT DUE: **June 24, 2016, 5:00 PM**
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Introduction

The Department of Workforce Services (DWS) utilizes funds from Temporary Assistance for Needy Families (TANF). TANF is a Federal Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies and approaches to remove families from a cycle of dependency on public assistance and into work. TANF projects are required to meet one of the four purposes set forth by Federal TANF regulations:

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

Objective

DWS is requesting grant applications to allow Domestic Violence Shelters in Utah to expand, integrate, or develop programs that will assist victims of domestic violence and their dependents with supportive services and resources to become safe, self-sufficient and financially stable. The grant is intended to serve families with income limits at or below 200% of the Federal Poverty Level. Services provided under TANF Purposes 1 and 2 must determine TANF eligibility. Services provided under TANF Purposes 3 and 4 do not require income eligibility, however, are intended to serve low-income, at-risk families.

For the purpose of this grant, domestic violence shelter is defined as:

- a) A service provider that operates a project of demonstrated effectiveness, carried out by a nonprofit, nongovernmental, private entity or a tribe or tribal organization, and
- b) Has as its project's primary-purpose the operation of shelters for victims of domestic violence and their dependents; or provides counseling, advocacy, or self-help services to victims of domestic violence.

GRANT INFORMATION

Minimum Requirements

1. Program must support one of the following TANF purposes:
 - Purpose 1: Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. (**TANF eligibility required**)
 - Purpose 2: Reduce the dependency of needy parents by promoting job preparation, work, and marriage. (**TANF eligibility required**)
 - Purpose 3: Prevent and reduce the incidence of out-of-wedlock pregnancies.
 - Purpose 4: Encourage the formation and maintenance of two parent families.
2. Complete Pre-Award Risk Assessment found at this [link](#).
3. See *Attachment B - Scope of Work* for detailed requirements.

Who May Apply

1. Domestic violence shelters located in Utah are encouraged to apply. For the purposes of this grant, domestic violence shelter is defined as:
 - a. A service provider that operates a project of demonstrated effectiveness, carried out by a nonprofit, nongovernmental, private entity or a tribe or tribal organization, and
 - b. Has as its project's primary-purpose the operation of shelters for victims of domestic violence and their dependents; or provides counseling, advocacy, or self-help services to victims of domestic violence.
2. Programs that have demonstrated proven outcomes.
3. Organizations previously receiving funding from DWS must be in good standing to be considered for the Domestic Violence Shelter Grant.

Expected Measurements and Outcomes

1. Programs must track data to demonstrate outcomes of funded services.
2. Programs must provide quarterly progress reports detailing DWS grant outcomes requirements as described in *Attachment B – Scope of Work*.
3. DWS will provide a data collection tool to be utilized by the grantee for quarterly outcome and annual reporting submission.
4. Specific reporting instructions will be provided at the grant orientation after awards have been made.

Budget

1. Total Administrative costs (direct and indirect) must not exceed 10% of the total.
 - a. Costs associated with determining TANF eligibility (*Attachment D - Form 300*) must be included in Administrative costs.
2. Indirect Costs cannot exceed your Federally Approved Indirect Cost Rate or 10% if you do not have a Federally Approved Indirect Cost Rate.
 - a. If claiming a Federally Approved Indirect Cost Rate, programs must provide a copy of their Federally Approved Indirect Cost Rate agreement or a cost allocation plan.

Funding

1. Grant is funded by Temporary Assistance for Needy Families (TANF).
2. The total amount in the grant funding pool is \$787,000, distributed by competitive award across the State of Utah.
3. Grants will be awarded based on demonstrated needs and budget justifications.
4. Funding will be distributed on a cost reimbursement or fee-for service basis.
 - a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
5. See *Attachment F* – Appropriate Uses of TANF Funds.

Period of Performance

1. Funding for grant recipients begin July 1, 2016. Grant period ends June 30, 2017.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

Priority Points

1. Programs providing multiple services will be given a priority point (see *Attachment C* - Program Services).
2. Programs collaborating with local law enforcement will be given a priority point.

Evaluation and Award

1. Grant applications will be evaluated on a competitive basis.
2. Organizations may only submit **one** application.
3. Applicants must be available for questions or clarification during the grant review period.
4. Applicants must be available for presentations upon request.
5. Applications may score a maximum of 67 points. Applications scoring below 40 points may not be considered.
6. DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
7. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This “Claim of Business Confidentiality” must accompany the grant application.

Questions

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before Friday, June 24, 2016. Written responses will be posted by Monday, June 27, 2016, on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view. Direct questions to the following:

- TANF Program Manager: Jolene Christian Hill, johill@utah.gov, 385-212-4575
- TANF Contract Analyst: Kim Carter, kicarter@utah.gov, 385-214-5483
- TANF Contract Analyst: Sarah Lu, sarahlu@utah.gov, 385-722-4369

Addenda

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than June 27, 2016.

APPLICATION PROCESS

Timeline

- **Pre-Proposal Bidders Meeting:**

Webinar: Tuesday, June 21, 2016

1:00 PM to 3:00 PM

Link to bidders meeting webinar:

<https://attendee.gotowebinar.com/register/2792346493170369796>

- **Letter of Intent (REQUIRED): Friday, June 24, 2016, 5:00PM MST.** The Letter of Intent is required. All intent letters must be submitted by this date or applications will not be considered for funding. Letter of Intent form can be found [here](#).
- **Application Submission Deadline: Thursday, June 30, 2016, 12:00 PM (Noon) MST:** Applications must be received no later than 12:00 PM. Applications received after 12:00 PM will not be accepted. Applications may not be faxed.
- **Pre-Award Risk Assessment (REQUIRED): Thursday, June 30, 2016, 12:00 PM (Noon) MST.** The Pre-Award Risk Assessment is required and must be completed online by this date. Pre-Award Assessment can be found at this [link](#).
- **Anticipated Grant Award Date:** It is anticipated that the announcement of grant awards will be made in **July 2016**.
- **Award Effective Date: July 1, 2016 – June 30, 2017.**

Application Procedure

1. Applicant must use the forms found at <http://jobs.utah.gov/edo/rfp.html> to submit application. Applicant must bear the cost of preparing and submitting application. Application must be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFGA will result in disqualification of the application.**
2. **Application forms must be typed.** The forms are created as save-able documents. Forms can be found at <http://jobs.utah.gov/edo/rfp.html>. The PDF forms need to be submitted by email in the original format, not scanned.
3. Application must be stapled, not bound or in a binder.
4. Application Cover Sheet must be the first page of the application.
5. Applicants must **submit one copy via email**, with all PDF forms in the original format (without the final signature) and all attachments to tanfgrant@utah.gov with the subject line as Domestic Violence Shelter Grant.
6. **Submit one original** (with an original signature) and **four (4) identical paper copies** of the application to the address listed on page 7.
7. Paper copies **AND** the emailed copy – **must be received no later than 12:00 PM (Noon) MST, June 30, 2016.** Application may not be faxed. Late applications will not be accepted. No exceptions!
8. Do **NOT** include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded prior to scoring.

SUBMISSION CHECKLIST

- Letter of Intent** submitted by June 24, 2016, 5:00 PM. All intent letters must be submitted by this date or applications will not be considered for funding.
- Complete** Pre-Award Risk Assessment found at this [link](#). Assessment must be completed and is due no later than 12:00 PM (Noon) MST, June 30, 2016.
- Submit** forms in the original PDF format (pre-signature) and attachments, **by email** to tanfgrant@utah.gov with the subject line as Domestic Violence Shelter Grant.
- Submit one original** (with an original signature) and **four (4) identical paper copies** of the application to the address below.

Each copy of the application must include the following in order:

Application forms are available at: <http://jobs.utah.gov/edo/rfp.html>

- Grant Application Cover Sheet and Program Information**
- Grant Application Narrative** - Narrative responses are limited to the space provided. Additional narrative attachments will not be accepted.
- Additional Requirements**
 - **Collaboration Letters**
 - **Business License or Articles of Incorporation** – If applicable
 - **501(c)(3) Letter** – If applicable
 - **Federally Approved Indirect Cost Rate Agreement or Cost Allocation Plan** - If applicable.
- Budget Narrative and Itemization Form**

Submit applications by June 30, 2016, 12:00 PM (Noon) MST to:

Email copy (required):

tanfgrant@utah.gov

Paper copies (required):

Kim Carter, TANF Contract Analyst
Department of Workforce Services
140 East 300 South
Salt Lake City, Utah 84111

Questions:

TANF Program Manager: Jolene Christian Hill, johill@utah.gov, 385-212-4575

TANF Contract Analyst: Kim Carter, kicarter@utah.gov, 385-214-5483

TANF Contract Analyst: Sarah Lu, sarahlu@utah.gov, 385-722-4369

Appendix A

**Department of Workforce Services – Domestic Violence Shelter Grant
Grant Application Cover Sheet**

ORGANIZATION

Organization: _____

Federal Tax ID #: _____ DUNS # _____

This organization is doing business as: Individual/Sole Proprietor For-Profit Corporation
 Non-Profit Organization (attach 501(c)(3) letter) Government Agency

Total Grant Funds Requested in this application: _____

Anticipated number of participants to be served in the grant year: _____

Executive Director or equivalent (person authorized to sign grant application and/or an awarded contract):

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Signature: _____ **Date:** _____

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

GRANT ADMINISTRATOR (if different from above)

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

FINANCIAL ADMINISTRATOR

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Program Information

Organization:

Section A: Program Information

The program is (please check one):

- A new program
- An existing program

Priority Point:

- Programs providing multiple services will be given a priority point. Provide details in the Program Service.
- Programs collaborating with local law enforcement will be given a priority point. Provide details in Program Service.

Select one or more TANF purpose(s):

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

SECTION C: GEOGRAPHIC LOCATION (Check all boxes that apply for proposed program)

<input type="checkbox"/> Beaver County <input type="checkbox"/> Box Elder County <input type="checkbox"/> Cache County <input type="checkbox"/> Carbon County <input type="checkbox"/> Davis County <input type="checkbox"/> Daggett County <input type="checkbox"/> Duchesne County	<input type="checkbox"/> Emery County <input type="checkbox"/> Garfield County <input type="checkbox"/> Grand County <input type="checkbox"/> Iron County <input type="checkbox"/> Juab County <input type="checkbox"/> Kane County <input type="checkbox"/> Millard County	<input type="checkbox"/> Morgan County <input type="checkbox"/> Piute County <input type="checkbox"/> Rich County <input type="checkbox"/> San Juan County <input type="checkbox"/> Salt Lake County <input type="checkbox"/> Sanpete County <input type="checkbox"/> Sevier County	<input type="checkbox"/> Summit County <input type="checkbox"/> Tooele County <input type="checkbox"/> Uintah County <input type="checkbox"/> Utah County <input type="checkbox"/> Wasatch County <input type="checkbox"/> Washington County <input type="checkbox"/> Wayne County <input type="checkbox"/> Weber County
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Section D: Please list locations the program intends to serve

City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____
City: _____	Zip Code: _____	City: _____	Zip Code: _____

Appendix B

Department of Workforce Services – Domestic Violence Shelter Grant Grant Application Narrative

Organization:

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

1. PROGRAM OVERVIEW

Provide a program description including a needs assessment of the community and population to be served (supported by data), and an overview of programming offered to meet the needs.

UNOFFICIAL FORM
FIND FORMS AT
[HTTP://JOBS.UTAH.GOV/EDO/RFP.HTM](http://jobs.utah.gov/EDO/RFP.HTM)

2. STAFFING

Describe the organizational staff positions that support the program proposal. Include required provider qualifications, licenses, and/or certifications. Note: Do not include specific employee information.

3. PROGRAM SERVICE

Describe the scope of the service(s) to be offered and explain how the program supports one or more of the TANF purposes.

- a. If program is providing multiple services, describe each service to be provided.
- b. Describe the collaboration with other organizations and local law enforcement.

UNOFFICIAL FORM
FIND FORMS AT
[HTTP://JOBS.UTAH.GOV/EDO/RFP.HTML](http://jobs.utah.gov/EDO/RFP.HTML)

4. TARGET POPULATION

Describe the target population and how the program intends to identify/engage participants, and promote services provided by the program. Describe the programs intake and assessment process.

UNOFFICIAL FORM
FIND FORMS AT
[HTTP://JOBS.UTAH.GOV/HR/TEVS/TEVSFORMS/TEVSFORMS.HTML](http://jobs.utah.gov/HR/TEVS/TEVSFORMS/TEVSFORMS.HTML)

5. ELIGIBILITY (Must be answered if providing services under Purposes 1 and 2 requiring TANF eligibility)

Programs will be required to determine eligibility based on the following:

- a. Families receiving services must be at or below 200% of Federal Poverty Level (FPL).
- b. Families receiving services must have an eligible child under the age of 18.
- c. Organization will be responsible for verifying eligibility by filling out Form 300 and Form 115.
- d. Organization will be responsible for entering participant information in TEVS.

Describe how the organization intends to address the TANF eligibility requirements.

UNOFFICIAL FORM
FIND FORMS AT
[HTTP://JOBS.UTAH.GOV/HR/TEVS/TEVSFORMS/TEVSFORMS.HTML](http://jobs.utah.gov/HR/TEVS/TEVSFORMS/TEVSFORMS.HTML)

6. MEASUREMENTS AND OUTCOMES

Describe the intended service measurements, outcomes and data collection method(s) to support these outcomes.

UNOFFICIAL FORM
FIND FORMS AT
[HTTP://JOBS.UTAH.GOV/EDO/REP/HTML](http://jobs.utah.gov/EDO/REP/HTML)

ADDITIONAL REQUIREMENTS

- I. **Collaboration Letter** – If working with local law enforcement, attach a letter of collaboration. The letter should include specific detailed information about how the organizations will partner. This is not a letter of support.
- II. **Business License or Articles of Incorporation**- If applicable
- III. **501(c)(3) Letter**- If applicable
- IV. **Federally Approved Indirect Cost Agreement or Cost Allocation Plan**- If applicable

Appendix C Department of Workforce Services - Domestic Violence Shelter Grant July 1, 2016 - June 30, 2017 Budget Narrative and Itemization Form		
Please itemize, detail, and describe each line item for the grant funding period. You may expand the cells as necessary to provide data.		
Organization:		
Category I Administrative Expenses Note: Total Administrative costs (direct and indirect) must not exceed 10% of the total.	Itemized Details of DWS Grant Funds Requested	DWS Grant Funds Requested
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Space Costs		
5. Utilities		
6. Communications (printing, copying, phone, postage)		
7. Equipment/Furniture		
8. Supplies		
9. Miscellaneous		
10. Indirect Costs (Cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate)		
11. Conferences/Workshops		
12. Insurance		
13. Professional Fees/Contract Services		
Total Category I Program Expenses		\$0
Category II Program Expenses		
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Space Costs		
5. Utilities		
6. Communications (printing, copying, phone, postage)		
7. Equipment/Furniture		
8. Supplies		
9. Miscellaneous		
10. Indirect Costs (Cannot exceed your federally approved indirect cost rate or 10% if you do not have a federally approved indirect cost rate)		
11. Conferences/Workshops		
12. Insurance		
13. Professional Fees/Contract Services		
Total Category II Program Expenses		\$0
Total Expenses Category I and II		\$0

ATTACHMENT A
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 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied.

DWS will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this 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 31st 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.

Department of Workforce Services

Attachment B

Scope of Work

Background:

The Department of Workforce Services (DWS) utilizes funds from Temporary Assistance for Needy Families (TANF). TANF is a Federal Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies and approaches to remove families from a cycle of dependency on public assistance and into work. TANF projects are required to meet one of the four purposes set by Federal TANF regulations:

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

Objective:

DWS is requesting grant applications to allow Domestic Violence Shelters in Utah to expand, integrate, or develop programs that will assist victims of domestic violence and their dependents with supportive services and resources to become safe, self-sufficient and financially stable. The grant is intended to serve families with income limits at or below 200% of the Federal Poverty Level. Services provided under TANF Purposes 1 and 2 must determine TANF eligibility. Services provided under TANF Purposes 3 and 4 do not require income eligibility, however, are intended to serve low-income, at-risk families.

For the purpose of this grant, domestic violence shelter is defined as:

- a) A service provider that operates a project of demonstrated effectiveness, carried out by a nonprofit, nongovernmental, private entity or a tribe or tribal organization, and
- b) Has as its project's primary-purpose the operation of shelters for victims of domestic violence and their dependents; or provides counseling, advocacy, or self-help services to victims of domestic violence.

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

1. Funding Period

- A. Grant funding period will be July 1, 2016 – June 30, 2017.

2. Program Services

Programs must provide a service that meets one of the four TANF purposes.

- A. Services under TANF Purposes 1 and 2 require **TANF ELIGIBILITY** determination including, but not limited to:
 - i. Mental health/early intervention for children
 - ii. Short-term counseling (four months or less)
 - iii. Domestic violence prevention/victim support
 - iv. Employment retention/job training
 - v. Case management
- B. Services under TANF Purposes 3 and 4 do **NOT** require TANF eligibility may include, but is not limited to:

- i. Financial capability (budgeting, credit management, asset building)
- ii. Out-of-wedlock pregnancy prevention
- iii. Parenting/relationship skills
- iv. Life skills instruction

3. Eligibility Determination

- A. TANF Eligibility, required for services under TANF Purposes 1 and 2
 - i. Families receiving services must be at or below 200% of Federal Poverty Level (FPL).
 - ii. Families receiving services must have an eligible child under the age of 18.
 - iii. Programs will be responsible for verifying eligibility by filling out Form 300 and Form 115 (see *Attachment D – Form 300 and Attachment E – Form 115*).
 - iv. Programs will be responsible for entering participant information in TEVS.

4. Measurements and Outcomes

- A. Expand and/or develop programs to serve survivors of domestic violence and their families.
- B. Outcomes will be based on the services provided including, but not limited to:
 - a. Total clients served
 - b. Number of clients referred to program
 - c. Number of clients engaged in counseling
 - d. Number of clients that attend workshops/skills courses
 - e. Frequency and duration of nights of emergency shelter service
 - f. Coordination of services
 - g. Project goals and outcomes
 - h. Impact on clients
- C. Programs must provide and utilize measurement tool(s) or data collection methods.

5. Grant Orientation Meeting

- A. Funded program's grant administrator and fiscal manager and all other applicable staff shall attend a 2-3 hour, in-person grant orientation meeting in Salt Lake City (TBA).
- B. Funded programs will receive training on eligibility determination, grant requirements and reporting.

6. Reporting

- A. Funded programs will provide quarterly and annual progress reports detailing grant outcome requirements.
- B. DWS will ensure program is trained on quarterly and annual reporting requirements, including due dates and methods for reporting.

7. Monitoring

- A. A minimum of one on-site monitoring visit per year will be conducted by DWS to ensure grant compliance.

8. Expense Reimbursement

- A. Programs shall submit requests for reimbursement of expenses using the billing template provided by DWS.
- B. Expense reimbursement is dependent upon timely submission of reports.
- C. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.

- D. Processing times for payments are determined by accuracy of invoices and approval by DWS Finance Division.

9. Administration and Indirect Costs

- A. Total Administrative Costs (direct and indirect) must not exceed 10% of the total.
- i. Costs associated with determining eligibility (*Attachment D: Form 300*) must be included in Administrative Costs.
- B. Indirect Costs cannot exceed your Federally Approved Indirect Cost Rate or 10% if you do not have a Federally Approved Indirect Cost Rate.
- i. If claiming a Federally Approved Indirect Cost Rate, program must provide a copy of their negotiated Indirect Cost Rate agreement.

10. Allowable Costs

- A. Allowable costs for this Grant are specified in *Attachment F: Appropriate Uses of TANF Funds*.

11. Oversight

- A. Programs must ensure proper administrative and accounting procedures are followed.
- B. Applicants may not subcontract with another organization for administration of the program.

12. Terms and Conditions

Programs are subject to and must comply with all terms set forth in the following attachments:

- Attachment A - Terms and Conditions
- Attachment B - Scope of Work
- Attachment C - Program Services
- Attachment D - Form 300
- Attachment E - Form 115
- Attachment F - Appropriate Uses of TANF Funds
- Attachment G - Financial Reporting
- Attachment H - Non-Disclosure Agreement
- Attachment I - Code of Conduct
- Attachment J - Background Check Policy
- Appendix A - Grant Application Cover Sheet
- Appendix B - Grant Application Narrative
- Appendix C - Budget Narrative and Itemization Form

Attachment C: Program Services

The following provides definitions of services listed in the Scope of Work (see *Attachment B*).
Services under TANF Purposes 1 and 2 (requires **INCOME ELIGIBILITY** determination):

1. Mental Health/Early Intervention for Children

Focus is on providing services to the dependents of victims of domestic violence. Services may include mental health counseling, developmental assessments, hearing and vision screening, social and emotional development, communication and language, learning problem solving and play skills.

2. Short-term Counseling (not to extend beyond 4 months)

Individual and/or group therapy for victims of domestic violence and their dependents. This includes a broad array of treatment services that may be needed to help individuals overcome and/or manage traumatic events, learn to cope with residual emotional pain and fears and help them stabilize so that they can move forward and permit individuals to participate more fully in employment related activities.

3. Domestic Violence Prevention/Victim Support

Includes educating and/or linking participants to resources to build skills and increase confidence needed to eventually pursue services they need on their own. Support includes case management, counseling, advocacy, and information and referral services.

4. Employment Retention/Job Training

A wide range of employment training activities focused on job retention including on the job training, advancement training, internships, and job related vocational and literacy skills. Training may occur in a classroom or a flexible delivery system utilizing the workplace.

5. Case Management

Activities and services may include assisting victims of domestic violence to find housing, access legal services, obtain needed counseling, prepare for entry into the workplace, build self-esteem, develop a resume, problem solve, advocacy, accessing needed resources and learning skills needed to be self-sufficient.

Services under TANF Purposes 3 and 4:

1. Financial Responsibility

Focus on budgeting, financial education, credit management, and asset building strategies. Programs may include helping families achieve financial security and promote economic stability.

2. Out-of-Wedlock Pregnancy Prevention

Pregnancy prevention and health promotion may include services or classes that focus on teen pregnancy and out-of-wedlock pregnancy prevention.

3. Parenting/Relationship Skills

Programming should focus on parenting and relationship skills. Communication strategies, premarital, marriage (if appropriate) and family counseling.

4. Life Skills

Focus is on increasing knowledge and ability in skills necessary for everyday living. Topics may include self-assessment relating to others, consumerism, housing, nutrition, clothing choices and care.

Attachment D

DWS-ESD/WDD 300
Rev. 02/2016

Department of Workforce Services TANF NEEDY FAMILY ELIGIBILITY FORM



Case/PID # (if applicable) _____

Section 1: Household information

There must be a dependent child under age 18 living in the home. A Social Security number is a condition of eligibility for assistance required by section 1137 of the Social Security Act. Services will not be delayed or discontinued pending the issuance or verification of a Social Security number, if the applicant has documented application for one. Social Security numbers must be provided for all individuals included in the TANF Needy Family household size.

For more information please access the TANF contractor website at: <http://jobs.utah.gov/services/tevs/tanfcontract.html>

Please use a black ball point pen to complete form

Parent or relative caretaker name (first, middle initial, last)

Social Security number

Address

Utah resident? Yes No

Date of birth (MM/DD/YYYY)

Alien registration number

Date of entry

Gender: Female Male

Spouse or relative caretaker name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Date of entry

Utah resident? Yes No

Alien registration number

Gender: Female Male

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Alien registration number

Gender: Female Male

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Alien registration number

Gender: Female Male

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Alien registration number

Gender: Female Male

Dependent child name (first, middle initial, last)

Social Security number

Date of birth (MM/DD/YYYY)

Alien registration number

Gender: Female Male

Section 2: Categorical Eligibility

Mark all services the customer is receiving. If any of these services are marked, the family may meet the income eligibility requirement. Documentation must be provided for all services marked. If no services are marked move to Section 3.

<input type="checkbox"/> CHIP (Children's Health Insurance Program) Plan B or C	<input type="checkbox"/> Refugee Cash Assistance
<input type="checkbox"/> Any of the following Family Medicaid Programs: Child Medicaid, 12 Month Transitional Medicaid, Medically Needy Family, Medically Needy Child, Pregnant Woman or Medically Needy Pregnant Women	<input type="checkbox"/> Family Employment Program (FEP)
<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Family Employment Program (FEP) Diversion
	<input type="checkbox"/> TANF (Temporary Assistance for Needy Families) Non-FEP Training
	<input type="checkbox"/> Women, Infant & Children (WIC) Food & Nutrition Service

Section 3: Income Guidelines

All parent or relative caretaker income is counted even if the parent or relative caretaker is not eligible to be included in the household size.

Does the family meet the income requirement of the contract or service being provided? Yes No

Refer to TANF Needy Family Policy and Income Guidelines:

http://jobs.utah.gov/infosource/EmploymentBusinessManual/700_Eligibility/725_Income__TANF_Needy_Family_-_Contracted_Services.htm

Monthly Gross Income of Parent(s) or Relative Caretaker(s) \$ _____

(Refer to Policy at above web address, TANF Needy Family Includable and Excludable Income Type)

*Note: Use prior one full month of gross income and provide documentation of that income in case file.

I attest the information I have provided above is accurate.

Applicant signature

Date

I attest the information provided by the customer is accurate to the best of my knowledge.

Contractor signature

Date

Note: If any required information is incomplete or incorrect, the customer is not eligible for TANF Needy Family funding.

If you do not agree with the decisions made regarding your case, you may request a Fair Hearing with an impartial Hearing Officer verbally or in writing, by contacting either your contract service provider, or contacting the Department of Workforce Services at 1-877-837-3247 or <http://jobs.utah.gov/appeals/filingpublic.html>

Contractor will enter required customer information into the TANF Eligibility Verification System (TEVS) at least weekly, using the Form 300. **Access the TEVS website at: <http://jobs.utah.gov/jsp/tevs/>**

****Form 300 information has been entered into TEVS for all customers with Social Security numbers.**

Equal Opportunity Employer Program

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

INSTRUCTIONS FOR FORM 300 TANF Needy Family Eligibility Form

Purpose: Form 300 is to be completed by all contractors who determine eligibility for services they provide to TANF Needy Families. Documentation substantiating eligibility must be present in the file for each family member included in the TANF Needy Family household. Attach an additional Form 300 if needed for more than four dependent children.

Preparation: Contracts must clearly state any other eligibility factors and documentation required in order for the family to receive the service.

Case/PID may not apply for families not receiving DWS services.

Section 1 Families must have at least one US citizen or eligible alien in the TANF Needy Family household to be eligible for TANF funded services. A household unit includes eligible parents or relative caretaker(s) and their eligible dependent children under the age of 18 living in the home. Documentation of citizenship or immigration status and relationship for all parents or relative caretakers and their dependent children included in the TANF Needy Family household on Form 300 must be present in the case file. Refer to TANF Needy Family Citizenship guidelines for acceptable documentation.

Only enter eligible family members' information on Form 300.

The family must declare they are or intend to be a resident of Utah.

Skip to Section 3 if customer does not currently receive any of the services listed in Section 2

Section 2 Mark services the customer is receiving. Acceptable verification includes current letters or notices showing current eligibility status. All services marked must have documentation of receiving those services included in the case file.

Section 3 Complete Section 3 if customer is not receiving any services listed in Section 2, showing the Gross Monthly Income from the previous one full month. All income is counted. Acceptable verification includes a statement from the employer, copies of check stubs, or other documentation of previous one full month's income. Refer to TANF Needy Family Income guidelines for acceptable documentation.

The contractor will enter required TANF Needy Family information into TEVS. A DWS employee will retrieve the information from TEVS and complete the required eShare query for the household. The contractor will be notified if additional information from the customer is required or if a family member is no longer eligible for the TANF Needy Family service. Refer to procedure, TANF Needy Family - Using the TANF Eligibility Verification System (TEVS) for Contracted Service.

The contractor will mark the check box at the bottom of Form 300 when required TANF Needy Family information has been entered into TEVS.

Applicant's Signature: The customer must sign indicating the information given is correct.

Signatures: The contractor who is determining eligibility must sign and date the form.

Distribution: Original filed in the case record

Retention: Three (3) years

Attachment F

Appropriate Uses of TANF Funds

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

1. To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
2. To end dependence of needy parents by promoting job preparation, work and marriage.
3. To prevent and reduce out-of-wedlock pregnancies.
4. To encourage the formation and maintenance of two-parent families.

Any use of Federal TANF funds must be consistent with TANF purposes and applicable TANF rules. Any costs charged to the TANF program must be necessary, reasonable, and allocable to the program. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in OMB Circular A-87 Part 200 Subpart E. The following list identifies some possible uses of TANF funds.

Allowed	Disallowed
<ul style="list-style-type: none"> • Administrative Expenditures • Advertising and public relations • Audit costs and related services • Basic needs (<i>i.e. food, clothing, shelter</i>) • Bonding costs • Communication costs (<i>i.e. telephone services, postage, electronic or computer transmittal services</i>) • Compensation (<i>i.e. salaries, wages, fringe benefits, pension, retirement benefits, severance pay</i>) • Eligibility determination (<i>i.e. completing forms, gathering documentation</i>) • Employee morale, health and welfare (<i>i.e. recreational activities, incentives, counseling, employee performance</i>) • Equipment (<i>i.e. office equipment, furnishings, HVAC, copiers, IT equipment and systems</i>) • Food Service costs (<i>i.e. catered meals for trainings, meetings or conferences</i>) • Indirect Costs • Insurance and indemnification • Maintenance and repairs (<i>i.e. vehicles, buildings security, janitorial, upkeep of grounds</i>) • Materials and supplies • Meetings and conferences 	<ul style="list-style-type: none"> • Alcoholic Beverages • Alumnae activities • Bad debts (<i>i.e. contractor debts, uncollectable accounts, collection costs, legal costs</i>) • Building purchases, facilities, land or real estate • Capital expenditures (<i>unit cost of \$5000 or more</i>) • Construction (<i>i.e. new buildings, remodeling, renovation</i>) • Cost incurred in criminal and civil proceedings • Contributions or donations rendered • Entertainment (<i>i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities</i>) • Entertainment related food service costs (<i>i.e. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events</i>) • Fines and penalties • Fund raising (<i>i.e. financial campaigns, endowment drives, solicitation of gifts and bequest</i>) • Goods or services for personal use • Idle facilities or idle capacity (<i>i.e. unused facilities and cost associated</i>) • Lobbying

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<ul style="list-style-type: none"> • Memberships (<i>i.e. business, professional organizations</i>) • Professional Services • Publication and printing • Rental costs of building and equipment • Training and education • Transportation Costs • Travel (<i>i.e. airfare, lodging, transportation, meals</i>) 	<ul style="list-style-type: none"> • Medical services • Prescriptions or Copays • Mortgage payments • Vehicle purchases • Stipends and honorariums • Supplanting • Sales Tax • Foreign travel
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ATTACHMENT G

Department of Workforce Services

Financial Reporting Requirements

For all fund, including those subject to the federal reporting requirements in place AFTER December 26, 2014

I. General Requirements

A. No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity

There are no Federal, State, or DWS financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed herein are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies, owned by either one person or by a husband and wife, are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Subrecipients providing services in an individual capacity are still subject to financial review by DWS and/or other government entities.

B. No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$25,000 From DWS in a Single Fiscal Year

Contracting organizations that receive less than \$25,000 from DWS in a single fiscal year have no financial reporting requirement to DWS unless specifically required by DWS. However, they are still subject to financial review by DWS.

C. Compliance with Applicable Financial Laws

The Subrecipient shall comply with all applicable federal and state laws regarding financial reports. The Subrecipient shall comply with all applicable requirements set forth in: 1) 2 CFR 200 Subpart F, *Audit Requirements* published by the federal government; and 2) the *State of Utah Compliance Audit Guide* (SCAG), issued by the State Auditor's Office. Federal, State, and DWS Financial Reporting Requirements are listed below as a reference guide to the various financial reporting requirements. The information is not exhaustive and the Subrecipient understands that it is obligated to seek independent legal and/or accounting advice. Links to the applicable federal and state financial reporting requirements are in Table 1, *Federal, State, and DWS Financial Reporting Requirements*, below.

Table 1: Federal, State, and DWS Financial Reporting Requirements	
Policy	Internet Site
2 CFR 200 Subpart F, “Audit Requirements”	http://www.ecfr.gov/cgi-bin/text-idx?SID=d46bc55b614c7279600cd3c4bf06569d&mc=true&node=sp2.1.200.f&rgn=div6
Utah Code	http://le.utah.gov/UtahCode/title.jsp
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code.htm
SCAG	http://auditor.utah.gov/local-government-2/publications/state-compliance-guide/

D. Additional Financial Reporting Requirements for DWS Grants

In addition to the financial reporting requirement set forth in 2 CFR 200 Subpart F, “Audit Requirements” and the SCAG, this Grant requires the Grantee to submit various financial reports to DWS, as set forth below in a separate column in *Table 2: Federal, State and DWS Auditing Requirements*.

E. The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required

Whether or not a Subrecipient is required to obtain and submit an annual audit or other financial reports is determined by the Subrecipients’s entity type, the amount, and source of government funds that the Subrecipient expends during a given year.

Based on the SCAG, DWS requires all Subrecipients, except sole proprietorships, to submit an audit prepared according to government auditing standards whenever the Grantee has \$350,000 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.).

Unaudited reports may be required of Grantees with total revenues under \$350,000.00 (see *Table 2: Federal, State and DWS Auditing Requirements*).

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 31st 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.

II. Definitions

Federal Funds means Federal financial assistance that a Subrecipient receives directly from Federal awarding agencies or indirectly from pass-through entities.

Government Funds means financial assistance that a Subrecipient receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.

OMB means the federal Executive Office of the President, Office of Management and Budget.

OMB Circular means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

Pass-Through Entity means an entity (such as DWS) which receives federal funds and then passes those funds through to Subrecipients, to carry out a project related to the federal award.

Service Provider means a private or governmental entity that receives funds from DWS for services provided to DWS clients under a program developed by DWS.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Pass-Through Entity for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Grant is funded solely by State funds.

III. Subrecipient's Submission Of Required Audits And Other Financial Reports:

A. Deadlines

The Subrecipient shall be bound by 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG submission deadlines for audits and financial reports (see *Table 2: Federal, State and DWS Auditing Requirements*, below).

The Subrecipient may request an extension to the deadline for required DWS reports by contacting DWS at the address below. However, the Subrecipient understands that DWS can extend only those deadlines for reports required by DWS. Subrecipients must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

B. Addresses

The Subrecipient shall submit all audits and financial reports to the entities identified in the applicable law, 2 CFR 200 Subpart F, "Audit Requirements" and the SCAG. See also *Table 2: Federal, State and DWS Auditing Requirements*, below.

Where the Subrecipient is required to submit audits and financial reports to DWS under 2 CFR 200 Subpart F, the SCAG and DWS Grant provisions, the Subrecipient shall submit the required audits and financial reports to the following address:

DWS OF WORKFORCE SERVICES
Contracts Manager
P.O. Box 45249
Salt Lake City, Utah 84145-0249

C. Additional Definitions Used In This Part:

Audit Findings means a schedule of all costs questioned by the auditor relative to Government Funds.

Compliance Opinion means an auditor's opinion that Subrecipient has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.

Federal Clearinghouse means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132."

Financial Statements means financial reports of the Subrecipient's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Subrecipient, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.

GAAP means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards, and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.

GAS means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.

Non-profit Organization means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers.

Program-Specific Audit means an audit of one specific federal program, using GAGAS standards, as described in 2 CFR 200.501(c) and 2 CFR 200.507.

Reporting Package means the auditor's package of financial reports as defined in 2 CFR 200.512, and shall include Financial Statements and Schedule of Expenditures of Federal Awards, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.

SCAG means the State Compliance Audit Guide issued by the State Auditor's Office.

Single Audit means an audit that includes both the Subrecipient's Financial Statements and the Federal awards using GAGAS standards, as described in 2 CFR 200.514.

Statement of Functional Expense means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.

The remainder of this page is intentionally left blank.

Table 2: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	\$750,000 or more expended in Federal Funds	Single Audit or Program Specific Audit, using GAGAS standards. (2 CFR 200.501, 2 CFR 200.507, and 2 CFR 200.514) <u>Financial Reports Required from Grantee:</u> 1. Data Collection Form as described in 2 CFR 200.512 (a), (b) and (d) -to Federal Audit Clearinghouse 2. Reporting Package- to: (a) Federal Audit Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (2 CFR 200.512 (c) and (d))	Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: 1. Copies of the entire <u>Single Audit or Program Specific Audit report</u> 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. (The SCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)	1. <u>This Grant also requires Grantee to submit the following:</u> a. Auditor's Management Letter; and b. Upon request by DWS, (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by 2 CFR 200 Subpart F) (3) For non-profit Grantees, the statement of Functional Expenses.	1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (2 CFR 200.512(a)(1)) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$750,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (2 CFR 200.501(d))	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards. b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings. See Utah Admin. Code Rule R123-5 "Audit Requirements for Audits of Political Subdivisions and Nonprofit Organizations." § 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.	Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds: 1. Copy of the Entire Audit Report required by the SCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SCAG to submit any financial reports, DWS requires: 1. Unaudited CPA Review; and 2. Statement of Functional Expenses.	Within six (6) months after end of Grantee's fiscal year Utah Code Ann. § 51-2a-202

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.	Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds): 1. Unaudited CPA Review; and 2. Statement of Functional Expenses IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (6) months after end of Grantee's fiscal year
	Less than \$100,000 but \$25,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All Grantees: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (6) months after end of Grantee's fiscal year
All Contracting Entities	Less than \$25,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved by the State Auditor	NO REQUIREMENTS	Within six (6) months after end of Grantee's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	NO REQUIREMENTS	<p>The non-profit reporting requirements identified above also apply to for-profit Grantees with the following exceptions:</p> <ol style="list-style-type: none"> 1. The reporting format required of non-profit Grantees is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report. 	Within six (6) months after end of Grantee's fiscal year

ATTACHMENT H

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name

ATTACHMENT I CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment includes, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT J
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 K: Evaluation Score Sheet

Application #: _____

Organization: _____

Service: _____

Evaluator #: _____

Score will be assigned as follows:

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

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applications scoring below 40 may not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
PRIORITY POINT				
The program will offer multiple services. (Details must be provided in the Program Service of the narrative.)	Yes/No	If Yes 1 Pt.		1 point possible
The program will collaborate with local law enforcement. (Details must be provided in the Program Service section of the narrative and a collaboration letter must be included.)	Yes/No	If Yes 1 Pt.		1 point possible
NARRATIVE				
1. PROGRAM OVERVIEW: (10 points possible)				
The application provides a program description including a needs assessment of the community and population to be served (supported by data), and an overview of programming offered to meet the needs.		X2		10 points possible
2. STAFFING: (10 points possible)				
The application describes the organizational staff positions that support the program proposal. Include required provider qualifications, licenses, and/or certifications.		X2		10 points possible
3. PROGRAM SERVICES: (15 points possible)				
The application describes the scope of each service to be offered and explains how the program supports TANF purposes 1, 2, 3 and/or 4.		X3		15 points possible
4. TARGET POPULATION: (10 points possible)				
The application describes the target population and how the program intends to identify and engage participants, and promote services provided by the program.		X2		10 points possible
5. ELIGIBILITY: (10 points possible)				
The application describes the methods and tools the organization intends to implement to determine TANF eligibility (required if providing services under Purposes 1 and 2).		X2		10 points possible
6. MEASUREMENTS AND OUTCOMES: (5 points possible)				
The application describes the intended service measurements, outcomes and data collection methods.		X1		5 points possible
ADDITIONAL REQUIREMENTS				
7. BUSINESS LICENSE OR ARTICLES OF INCORPORATION:				
If applicable, the program has provided a Business License or Articles of Incorporation.	Yes/No	N/A	N/A	N/A

8. 501 (c)(3):				
If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	N/A
9. FEDERALLY APPROVED INDIRECT COST RATE AGREEMENT:				
Program has provided a Federally Approved Indirect Cost Rate Agreement or Cost Allocation Plan.	Yes/No	N/A	N/A	N/A
BUDGET				
10. BUDGET NARRATIVE AND ITEMIZATION FORM: (5 points possible)				
<p>Details include the cost breakdown for each line item, including any requested administrative costs.</p> <ul style="list-style-type: none"> • Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). • Costs should be reasonable and customary. 		X1		5 points possible
TOTAL EVALUATION POINTS		Total		67 points possible

** Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.*

Evaluator Notes and Comments: