

State of Utah

Department of Workforce Services
Office of Child Care

Request for Grant Application (RFGA) Fiscal Year 2016

School-Age Quality Improvement Grant

Funding Available for School-Age Afterschool Programs
Serving Children Ages 5 to 12

Pre-Proposal Meeting: Thursday, May 14, 2015

Letter of Intent Due: Monday, May 18, 2015

APPLICATION DUE: Monday, June 15, 2015

Contract Begins: August 1, 2015



Utah Office of Child Care
A Division of the Utah Department of
Workforce Services

School-Age Quality Improvement Grant

Department of Workforce Services - Office of Child Care

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



Utah Office of Child Care
A Division of the Utah Department of
Workforce Services

SCHOOL-AGE QUALITY IMPROVEMENT GRANT

BACKGROUND & PURPOSE

In order to meet basic needs, the majority of families in the United States must have all adults in the household participate in the workforce; making child care an important necessity. The reality, however, is that close to four million school-age children in the United States care for themselves on a regular basis during the week. This creates an opportunity for child care providers to develop strong afterschool programs that meet the needs of children and families while fostering open-mindedness, interest in others and the world and a life-long interest in learning among school-age children.¹ Participation in high quality child care is associated with higher academic and cognitive achievement scores and lower rates of challenging behaviors for children enrolled. The influence of high quality child care settings is long lasting. 10 years after being enrolled in a high quality child care setting, children experienced higher academic achievement compared to children enrolled in a low quality child care setting.²

CURRENT GRANT OPPORTUNITY

The current Department of Workforce Services (DWS), Office of Child Care (OCC) grant opportunity is open to private, licensed child care center providers operating school-age afterschool programs a minimum of 15 hours per week and 36 weeks during the regular school year. Programs must provide the following: 1) support academic development; 2) offer enrichment and recreation opportunities; 3) incorporate parental and/or family involvement; 4) provide appropriate and high quality training for school-age staff; and 5) adhere to specific quality, safety, data and reporting expectations as designated by DWS – OCC.

EXPECTED OUTCOMES

The three (3) expected outcomes for the Grant include:

1. Increase the overall quality of the grantee's school-age afterschool classroom(s).
2. Expand the professional development opportunities for school-age staff.
3. Improve relationships between school-age children and staff.

1. Sarah Jane Glynn, "Families Need More Help to Care For Their Children." Center for American Progress (2012):

<https://cdn.americanprogress.org/wp-content/uploads/2012/10/ChildCareFactsheet.pdf>

Lynda Laughlin, "Who's Minding the Kids? Child Care Arrangements," (2013): <http://www.census.gov/prod/2013pubs/p8-135.pdf>

Deborah Lowe Vandell, "Afterschool Program Quality and Student Outcomes: Reflections on Positive Key Findings on Learning and Development From Recent Research," *Expanding Minds and Opportunities: Leveraging the Power of Afterschool and Summer Learning for Student Success* (2013): <http://www.expandinglearning.org/expandingminds/article/afterschool-program-quality-and-student-outcomes-reflections-positive-key>

2. Jay Belsky, Deborah Lowe Vandell, Margaret Burchinal, K. Alison Clarke-Stewart, Kathleen McCartney, Margaret Tresch Owen, "Are There Long Term Effects of Early Child Care?" (2007): <http://www.ncbi.nlm.nih.gov/pubmed/17381797>

PRE-PROPOSAL MEETING

School-Age Quality Improvement Grant

Pre-Proposal Meeting: Thursday, May 14, 2015

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

IN PERSON

9:00 A.M. – 12:00 P.M.

Please have a copy of the RFGA to reference

Salt Lake City, Utah

Department of Workforce Services
1385 South State Street, Rooms 157 A & B
Salt Lake City, Utah 84115

ONLINE OR BY PHONE

9:00 A.M. – 12:00 P.M.

Please have a copy of the RFGA to reference

Please register for the Pre-Proposal Meeting:

Registration URL: <https://attendee.gotowebinar.com/register/8215090553582622721>

Webinar ID: 122-882-683

After registering, you will receive a confirmation email containing information about joining the webinar and/or calling in.

Note: You will want to log in early and run the startup in order to ensure your computer has the current software requirement to run the webinar. You may participate by both phone and computer if you prefer, although a computer with speakers is sufficient.

FOR QUESTIONS ABOUT THE PRE-PROPOSAL MEETINGS:

Questions should be directed to

dws-occafterschoolgrants@utah.gov

OVERVIEW

WHO MAY APPLY

- ❖ Licensed, private child care providers offering a regular, formally supervised afterschool program for children, ages 5 to 12.
- ❖ Centers serving a minimum Average Daily Attendance (ADA) of **10 children** ages 5 to 12 during the hours of 12:00 p.m. to 6:00 p.m., Monday through Friday.
- ❖ Business entities who submit a **Letter of Intent** by **5:00 p.m., Monday, May 18, 2015**.
- ❖ Entities and/or programs that have not been suspended for failure to perform under the terms and conditions of a prior grant administered by DWS.

PROGRAM REQUIREMENTS

- ❖ Programs may be conducted during the week; interim periods or any other time children are unsupervised during afterschool hours. Funding is not available for one-time programming, summer programming or sporadic club activities. See *Attachment F, Definitions*.
- ❖ Programs must provide a regular, formally supervised afterschool program for children ages 5 to 12 for a minimum of 15 hours per week and for 36 weeks during the school year. For the purposes of this grant, a week is defined as a minimum of four days. See *Attachment F, Definitions*.
- ❖ Program must maintain a staff-to-school-age children ratio of 1 to 20, **including children of employees.**
- ❖ Programs must provide a balance of academic and enrichment activities. Proposals entirely academic or entirely enrichment will not be considered.
- ❖ Programs must be open to all children regardless of race, religion, political ideology, physical ability and ability to pay. Child care assistance (subsidy) must be accepted in order to provide equal access for families of all income levels.
- ❖ Applicants may not subcontract with a single entity to administer the afterschool program. The entity applying must provide program administration. This includes but is not limited to:
 - Hiring and employing the center coordinator or director;
 - Being responsible for program structure and development;
 - Operating as the DWS grant contact;
 - Providing DWS progress and financial reports;
 - Marketing the program;
 - Maintaining fiscal accountability; and
 - Ensuring program compliance and responsibility.
- ❖ See *Attachment A, Scope of Work* for detailed requirements.

PERIOD OF PERFORMANCE & MONITORING

- ❖ Contracts are for a three-year period from **August 1, 2015 to July 31, 2018**.
- ❖ **DWS may terminate the contract at any time based on lack of funding and/or grantee's performance.**
- ❖ Entities must meet reporting requirements for the contract to continue yearly.
 - Entities are responsible for collecting information, compiling and submitting reports related to operation of the afterschool program.
- ❖ DWS and its contractors will monitor performance and provide technical assistance to enhance quality for funded afterschool program.

FUNDING DETAILS

- ❖ The contract is funded from Child Care Development Funds (CCDF).
- ❖ Grant funding is on a reimbursement basis. Invoices for reimbursement must be submitted to the Office of Child Care at least four times during the fiscal year. Funding is not distributed in a lump sum to programs upon grant award notification.
- ❖ Entities may apply for the amounts below per site, based on average daily attendance (ADA) of school-age children at center during the hours of 12:00 p.m. to 6:00 p.m., Monday through Friday:

10-20 school-age children	\$12,600
21-30 school-age children	\$18,900
31-40 school-age children	\$25,200
41-50 school-age children	\$31,500
51-60 school-age children	\$37,800
61-70 school-age children	\$44,100
71-80 school-age children	\$50,400
81-90 school-age children	\$56,700
91-100 school-age children	\$63,000
100+ school-age children	\$75,600

- ❖ Funding may only be spent on expenses related to the school year afterschool program.
- ❖ Applicants are limited to three (3) site-specific center proposals per business Tax ID.
- ❖ DWS reserves the right to award partial grants.
- ❖ The grant cannot be used to supplant existing afterschool time allocations. See *Attachment F, Definitions*.

EVALUATION AND AWARD

- ❖ Grant proposals are evaluated and scored on a competitive basis using the criteria and measurements listed in *Attachment D, RFGA Evaluation Score Sheet*.
- ❖ Grants are awarded based on demonstrated need and overall score.
- ❖ Proposals scoring below 75 points will not be considered.
- ❖ Awards are made to the successful applicant(s) with proposals that are determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA. DWS reserves the right to reject any and all proposals or withdraw an offer at any time. During the grant review period, participants must be available to answer questions or provide clarification.
- ❖ Successful grant proposals 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 or proprietary data be protected. A *Claim of Business Confidentiality* must accompany the grant application. This form can be found at <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

IF YOU HAVE QUESTIONS

Questions regarding clarification or interpretation of any section of this RFGA should be directed to dws-occafterschoolgrants@utah.gov. Responses to all questions will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view. **The Question and Answer Period will close at 5:00 P.M. on Monday, June 1, 2015.**

ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, written addenda to the original RFGA will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html>. All Addenda will be posted by 5:00 P.M. on Monday, June 1, 2015.

PROPOSAL TIMELINE

1. **Pre-Proposal Meeting: Thursday, May 14, 2015 from 9:00 A.M. to 12:00 P.M.** See Page 4 for specific meeting times and location information.
2. **Letter of Intent (Required): No later than 5:00 p.m. on Monday, May 18, 2015.** Must be received by this date or applications will **NOT** be considered for funding.
3. **Application Submission Deadline: No later than 5:00 P.M. on Monday, June 15, 2015.**
Late and/or incomplete proposals will NOT be accepted.
4. **Anticipated Grant Award Date: The week of July 20, 2015.**
5. **Award Effective Date: August 1, 2015.**

SUBMISSION

- ❖ **Applicant must submit one (1) application per center.** Applicants are limited to a total of three (3) site-specific center proposals per business Tax ID.
- ❖ Applicant must bear the cost of preparing and submitting proposal.
- ❖ **Application forms must be typed in the PDF form fill and Excel documents provided.**
 - Forms can be found at <http://jobs.utah.gov/edo/rfp.html>.
 - Provided forms are created as savable documents.
 - The *Grant Application Cover Sheet* must be the first page of the proposal.
 - The *Proposal Budget Form and Proposal Budget Detail Narrative Form* must be completed in Excel.
 - In order for the grant evaluation committee to rate the proposal for completeness and responsiveness, it must be formatted as outlined.
- ❖ The PDF forms need to be submitted by email in the original format. **Faxed or scanned proposals will not be accepted.**
- ❖ Required attachments may be scanned for the grant's email submission.
- ❖ **DO NOT** include additional information not specified in the RFGA & Application Packet such as personalized cover sheets, table of contents or public relations information. All additional information will be discarded prior to scoring.
- ❖ Paper copies **must be** stapled or clipped; **NOT** bound or placed in three-hole binders or folders.
- ❖ Late and/or incomplete proposals will **NOT** be accepted.

SUBMISSION –continued–

LETTER OF INTENT

Submit the following Letter of Intent by Monday, May 18, 2015 by 5:00 PM:

- ❑ One (1) copy emailed to: dws-occafterschoolgrants@utah.gov
 - In the subject line of the email, include **Letter_of_Intent_EntityName_ProgramCenter** in the following format:
 - **Letter_of_Intent_XYZEntity_ABCCenter**

PROPOSAL

Submit the following Proposal by Monday, June 15, 2015 by 5:00 PM:

- ❑ One (1) copy emailed to: dws-occafterschoolgrants@utah.gov
 - In the subject line of the email, include **EntityName_ProgramCenter** in the following format:
 - **XYZEntity_ABCCenter**
 - All grant proposal documents need to be labeled with **Entity_ProgramCenter_DocumentTitle** in the following format:
 - **XYZEntity_ABCCenter_CoverSheet**

- ❑ Six (6) Paper copies delivered or mailed to:

Attn: Kamille Sheikh
Afterschool Grants Program Specialist
Department of Workforce Services
Utah Office of Child Care – 3rd Floor
140 East 300 South
Salt Lake City, Utah 84111

ATTACHMENT A: Grant Scope of Work and Performance Requirements

BACKGROUND

The majority of families in the United States must have all adults in the household participate in the workforce; making child care an important necessity. The reality, however, is that close to four million school-age children in the United States care for themselves on a regular basis during the week. This creates an opportunity for child care providers to develop strong afterschool programs that meet the needs of children and families and foster open-mindedness, interest in others and the world and a life-long interest in learning among school-age children.¹ Participation in high quality child care is associated with higher academic and cognitive achievement scores and lower rates of challenging behaviors for children enrolled. The influence of the high quality child care settings is long lasting, 10 years after being enrolled in a high quality child care setting, children experienced higher academic achievement compared to children enrolled in a low quality child care setting.²

PURPOSE

Programs must provide the following: 1) support academic development; 2) offer enrichment and recreation opportunities; 3) incorporate parental and/or family involvement; 4) provide appropriate and high quality training for school-age staff; and 5) adhere to specific quality, safety, data and reporting expectations as designated by DWS – OCC.

GRANTEE RESPONSIBILITIES

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

1. Grantee must perform all tasks as proposed in the School-Age Quality Improvement Request for Grant Application (RFGA).
2. **Start Date**
Grant period begins on August 1, 2015.
3. **End Date**
Grant period ends July 31, 2018.
4. **Grant Orientation Meeting**
The Organization's grant administrator, fiscal management staff, and program coordinator must attend a 2-3 hour, in-person, grant orientation meeting (TBA). If the program center manager/coordinator changes during the grant year, the new center manager/coordinator will be responsible for reviewing the recorded, online grant training.
5. **Staff Training**
Program center must provide documentation showing 20 hours of program-related training each year for every staff person working 10 or more hours/week.
6. **Service Population and Program Requirements**
 - a. Program must provide a regular, formally supervised afterschool program for children, ages 5-12:
 - i. **A minimum of 36 weeks during the school year, 15 hours per week.** For purposes of this grant, a week is defined as a minimum of four (4) days during a calendar week; during the week, interim periods or any other time children are unsupervised. Funding is not available for one-time or sporadic club activities;
 - ii. Regardless of race, religion, political ideology, physical ability and ability to pay in accordance with Title I of the *Workforce Investment Act*; and

- b. Programs are required to:
 - i. Serve average number of children based on grant amount applied for attending daily. Kindergarten children can only be included in Average Daily Attendance (ADA) reporting when they are served during the same hours and in the same program or classroom as children in grades one through six;
 - ii. Maintain a staff-to-school-age children ratio of 1 to 20.
 - iii. Provide a balance of academic and enrichment activities;
 - iv. Accept child care assistance (subsidy) in order to provide equal access for families of all income levels if fees are charged; and
 - v. Post, in a location visible to the public, "Equal Opportunity is the Law," provided by the Department of Workforce Services (DWS).

7. National Lights On Event

Program must organize an annual Lights On event, and register the event on

<http://www.afterschoolalliance.org/loaHostEvent.cfm>.

8. Academic Programming

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

9. Parent or Guardian Involvement

The program design must include parent or guardian involvement components.

10. Background Checks

Program must meet the background check requirements outlined in *Attachment H, Criminal Background Check Requirement*. This requirement is subject to change based on revisions to federal, state or local statute or rule.

11. Computer Use

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

12. Consultation and Technical Assistance

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

13. Program Quality

- a. Annually, the program center must meet the current standard of quality set by DWS as measured by the *Utah Afterschool Program Quality Assessment and Improvement Tool (Quality Tool)*. The *Quality Tool* is available online at <http://www.utahafterschool.org/quality>.
- b. The program's grant administrator and school-age teachers must register with the *Utah Afterschool Network (UAN)* at www.utahafterschool.org within one month of execution of this agreement.

14. Reporting and Data Collection

Annual progress reports must be prepared according to DWS report guidelines. The following lists the reporting requirements and data collection requirements:

- a. One mid-year and one annual progress report;
- b. Complete the *Quality Tool* self-assessment using the Utah Afterschool Network's (UAN) data collection system; and
- c. Participate in statewide, afterschool/out-of-school time data collection efforts as requested by DWS.

15. Expense Reimbursement

- a. Programs shall submit requests for reimbursement of expenses using the reimbursement template(s) provided by DWS.
- b. Requests for reimbursement must be submitted no less than four times per contract year.
- c. Generally, reimbursements are paid within 30 days of receipt but may be affected by accuracy of invoice and approval by DWS Finance Division. DWS will strive to make timely payment.

16. Budget

- a. Budget changes of 10 percent or more in any category requires the following:
 - i. Submission of a Budget Change/Renewal Form;
 - ii. Brief explanation detailing budget change; and
 - iii. Approval by the designated DWS - OCC Program Specialist.
- b. Unspent funds from one contract year may not be carried over into the next contract year.
- c. Average Daily Attendance (ADA) will be reviewed on an annual basis for children age 5 to 12 during the hours of 12:00 P.M. to 6:00 P.M., Monday through Friday. Grant funds may be reduced if there is a reduction in the reported ADA in accordance with the following tiered funding table:

10-20 school-age children	\$12,600
21-30 school-age children	\$18,900
31-40 school-age children	\$25,200
41-50 school-age children	\$31,500
51-60 school-age children	\$37,800
61-70 school-age children	\$44,100
71-80 school-age children	\$50,400
81-90 school-age children	\$56,700
91-100 school-age children	\$63,000
100+ school-age children	\$75,600

17. Oversight

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

DWS RESPONSIBILITIES

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

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

EXPECTED OUTCOMES

The three (3) expected outcomes for the Grant include:

1. Increasing the overall quality of the grantee's school-age afterschool classroom(s).
2. Expanding the professional development opportunities for school-age staff.
3. Improving relationships between school-age children and staff.

1. Sarah Jane Glynn, "Families Need More Help to Care For Their Children." Center for American Progress (2012): <https://cdn.americanprogress.org/wp-content/uploads/2012/10/ChildCareFactsheet.pdf>

Lynda Laughlin, "Who's Minding the Kids? Child Care Arrangements," (2013): <http://www.census.gov/prod/2013pubs/p70-135.pdf>

Deborah Lowe Vandell, "Afterschool Program Quality and Student Outcomes: Reflections on Positive Key Findings on Learning and Development From Recent Research," *Expanding Minds and Opportunities: Leveraging the Power of Afterschool and Summer Learning for Student Success* (2013): <http://www.expandinglearning.org/expandingminds/article/afterschool-program-quality-and-student-outcomes-reflections-positive-key>

2. Jay Belsky, Deborah Lowe Vandell, Margaret Burchinal, K. Alison Clarke-Stewart, Kathleen McCartney, Margaret Tresch Owen, "Are There Long Term Effects of Early Child Care?" (2007): <http://www.ncbi.nlm.nih.gov/pubmed/17381797>

ATTACHMENT B: Utah Afterschool Quality Assessment and Improvement Tool (Quality Tool)

Funded program centers must meet all *Be Safe* and *Administration* standards of quality, as measured by the *Utah Afterschool Program Quality Assessment and Improvement Tool (Quality Tool)*. Centers will also participate in quality improvement activities utilizing all sections of the Quality Tool in coordination with Office of Child Care (OCC) and Utah Afterschool Network – Out of School Time (OST) Specialists.

The purpose of the *Quality Tool* is to assist programs, at any stage of development, self-assess the progress in four quality areas and to promote relevant training, support, and resources. The four quality areas include: Be Safe, Develop Meaningful Relationships, Learn New Skills, and Administration. Program quality is an ongoing process involving reflection and thoughtful assessment and is best accomplished through inclusion of staff, parents, children, and community partners.

The *Quality Tool* is based on the most current national research, quality standards, and feedback from over 140 afterschool out-of-school time programs. A statewide Quality Committee meets regularly to continuously improve and update the Quality Tool. Improvement recommendations are made from current research, analysis, and feedback from afterschool/out-of-school time programs throughout Utah. This process of continuous validation of quality keeps the *Quality Tool* relevant to the ever evolving afterschool/out-of-school time field.

The *Quality Tool* is applicable to all types of afterschool/out-of-school time programs serving children of all ages including schools, recreation/government, community-based/non-profit centers, and private providers.

The following describes each of the four quality areas:

1) Be Safe

A quality program provides a safe, healthy and nurturing environment for all participants. Program policies and procedures ensure that staff is professionally qualified and trained, children are supervised and physical space is suitable for all activities being conducted.

2) Develop Meaningful Relationships

A quality program develops nurtures and maintains positive relationships and interactions among staff, participants, families, schools and communities. Staff model cooperative and respectful behavior toward children and adults, and facilitate activities that foster personal growth and social competence.

3) Learn New Skills

A quality program provides a variety of activities that support physical, social, emotional and cognitive growth and development. Active involvement in intentionally designed learning experiences provides children the opportunity to explore interests, build talents and develop critical thinking and problem solving skills.

4) Administration

A quality program has clearly defined goals and uses data for ongoing program improvement. It has a sound fiscal management system and provides needs-based training and professional development to strengthen staff skills.

Quality Tool Resources & Documents: <http://utahafterschool.org/quality/quality-tool-documents>

Quality Tool User Guide: http://utahafterschool.org/images/Quality_Tool_User_Guide_Additions.pdf

ATTACHMENT C: Allowable and Unallowable Costs

Determinations of cost allowability are based on cost principles found in the Federal OMB Cost Principles (A-87). Costs must meet certain criteria to be allowable. The costs must be reasonable, necessary, and conform to limitations set forth in legislation, regulation or federal circulars. They must be consistent with the contractor's procurement policies and procedures. Contractor is required to report and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP). Failure to follow these principles may result in an inappropriate use of federal funds and the contractor may have to repay the funds and/or incur a financial penalty.

The following are allowable costs:

1. **Materials:** Materials and supplies used to conduct the school-age program. However, electronic purchases not approved in original grant application over \$100 must be pre-approved by DWS.
2. **Training:** Registration fees for DWS approved training for direct-labor employees offered through the statewide Utah Higher Education Institutions and professional association conferences. This may also include salary or wages for time spent attending training or meetings required by the contract are allowable.
3. **Personnel:** Full- and part-time school-age program staff costs including salaries and benefits for group leaders and/or directors working specifically on the objectives of the contract, such as direct labor costs. Personnel funding may **ONLY** be used for:
 - a. Additional staff members to reduce staff to children ratios in school-age classrooms; or
 - b. Increase school-age staff wages along with an **equal** business entity match. For example, if the center wants to provide a salary increase a school-age teacher's hourly wage by one dollar, fifty cents can be charged to the grant with a fifty cent match from the applying business entity.
4. **Indirect Costs:** Contract funds spent on indirect costs, including administrative expenses, must be clearly outlined in the budget and may not exceed the actual indirect cost rate as determined by your cognizant agency, and cannot exceed 10 percent of the total grant budget. Documentation for such costs will be required with each invoice.
5. **Consultant fees:** Consultant fees are permissible when used to contract for grant objectives.

The following costs are unallowable:

1. **Space costs:** Including facility repairs, upgrades, rent, utilities and insurance.
2. **Used Equipment:** Used equipment may not be purchased with contract funds.
3. **Capital expenditures:** Equipment over \$5,000.
 - a. Purchases of motor vehicles are not allowed.
4. **Supplanting:** Contract funds must be used as an addition to existing funds for the school-age program and not replace funds which have been appropriated, designated or come from parent fees for current school-age program operation.



Department of Workforce Services - Utah Office of Child Care
SCHOOL-AGE QUALITY IMPROVEMENT GRANT

ATTACHMENT D: RFGA Evaluation Score Sheet

Entity: _____ Center Name: _____

Evaluator # _____ Group # _____

COMPETITIVE PRIORITY POINTS				
1. Program serves an average of 60% or more school-age children receiving child care subsidy for February, March and April 2015. (3 points)	Documentation Required	Yes/No	If Yes 3	3 Points Possible
2. Program operates continuously 52 weeks per year. (1 Point)	Documentation Required	Yes/No	If Yes 1	1 Point Possible
3. Program operates until 6:00 P.M. or later, five days per week. (1 Point)	Documentation Required	Yes/No	If Yes 1	1 Point Possible
4. Program has dedicated space solely for use of school-age children. (1 Point)	Documentation Required	Yes/No	If Yes 1	1 Point Possible
5. Program provides additional healthy snack(s) for children in attendance after 5:30 P.M. (1 point)	Documentation Required	Yes/No	If Yes 1	1 Point Possible
6. Program school-age teacher currently has the <i>Career Ladder School-Age Endorsement</i> . (1 Point)	Documentation Required	Yes/No	If Yes 1	1 Point Possible
7. Program operates in a rural county. See <i>Attachment E, Utah Rural Map</i> . (3 Points)	<u>NO</u> Documentation Required	Yes/No	If Yes 3	3 Points Possible
8. Program center meets at least <u>ONE</u> of the following: <input type="checkbox"/> Program center has NOT received an Office of Child Care <u>afterschool</u> grant within the past three years. (1 Point) <input type="checkbox"/> Program center has NOT received an Office of Child Care <u>afterschool</u> grant within the past six years. (1 Point) <input type="checkbox"/> Program center has NEVER received an Office of Child Care <u>afterschool</u> grant. (1 Point)	<u>NO</u> Documentation Required	Yes/No	If Yes 1	1 Point Possible
OVERALL COMMENTS:	Points Possible: 12 Points Awarded: _____			

1. COMMUNITY RISK & NEED DETERMINATION (20 points possible)

____ / 20

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

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

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

OVERALL COMMENTS:

Points Possible for A: 10

Points Awarded: _____

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

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

OVERALL COMMENTS:

Points Possible for B: 10

Points Awarded: _____

2. PROGRAM DESIGN & SERVICES (20 points possible)

____ / 20

Provide detailed descriptions of the following:

- A. Explain the school-age daily schedule, demonstrating balanced programming in the areas of academic and enrichment activities (See *Attachment G, Definitions*). Proposals entirely academic or entirely enrichment will not be considered.
- B. Describe the evidence-based curriculum and resources used in the school-age classroom(s).
- C. Describe how the center will build relationships with the school-age children’s parents or guardians.

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

Marginal (1-2 Points)	Somewhat Rigorous (3-5 Points)	Most Rigorous (6-7 Points)
<ul style="list-style-type: none"> • The proposed program is appropriate to a few of the targeted needs of the children addressed in the Community and Need Determination section. • There is little indication the proposed program will successfully address academic needs and support. 	<ul style="list-style-type: none"> • The design of the proposed program indicates that it is appropriate to most of the targeted needs of the children identified in the needs assessment. • There is some evidence to suggest that the proposed program will successfully address most of the academic needs and academic support. 	<ul style="list-style-type: none"> • The design of the proposed program clearly indicates it is appropriate to the targeted needs of the children identified in the Community and Need Determination section. • Convincing evidence is presented to indicate the proposed program will successfully address the academic and enrichment needs of children in the community.

OVERALL COMMENTS:

Points Possible for A: 7

Points Awarded: _____

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

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

OVERALL COMMENTS:

Points Possible for B: 7

Points Awarded: _____

2. PROGRAM DESIGN & SERVICES CONTINUED

C. There is a clear, detailed plan for building relationships with parents or guardians of school-age children that is appropriate for the targeted population.(6 Points)

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

3. ACADEMIC SUPPORT EFFORTS (18 points possible)

The center will be required to focus on academic support for school-age children.

- A. Explain the plan for reading and homework support provided for children in the school-age classroom(s).
- B. Describe how the center will track academic efforts for school-age children.
- C. Describe how the center will coordinate with the school(s) attended by the children in the center in order to support reading improvement and academic skills and how often the teachers of school-age children will communicate with administrators and teachers at the schools attended by the children in the center, **if able.**

A. There is a clear, detailed plan for providing reading and homework support for school-age children and appropriate for the target population.(6 Points)

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

OVERALL COMMENTS:

Points Possible for A: 6

Points Awarded: _____

B. There is a clear, detailed plan at the center to track the academic efforts of the school-age children.(6 Points)

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

OVERALL COMMENTS:

Points Possible for B: 6

Points Awarded: _____

3. ACADEMIC SUPPORT EFFORTS CONTINUED

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

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

OVERALL COMMENTS:

Points Possible for C: 6

Points Awarded: _____

4. STAFF PROFESSIONAL DEVELOPMENT (18 points possible)

____ / 18

- A. Describe the qualifications of the individual(s) identified to oversee and support the successful implementation of the center’s school-age afterschool program.
- B. Describe the center’s plan for school-age staff retention and how the staff retention plan aligns and supports *Addendum D – School-Age Staff Retention Plan*.
- C. Describe the training and mentoring provided by center management to the school-age staff when hired and ongoing. (e.g. Career Ladder, CCPDI, Utah Afterschool Network, conferences, trainings, etc.) and how school-age staff will be offered support in their own professional development.

A. The amount of time the individual(s) overseeing the school-age program will dedicate to the program is explained. There is a plan to address issues of recruitment and retention of highly qualified staff to oversee and support the successful implementation of school-age program. (6 Points)

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

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

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

OVERALL COMMENTS:

Points Possible for B: 6

Points Awarded: _____

4. STAFF PROFESSIONAL DEVELOPMENT CONTINUED

C. A description of the center's plan for training and mentoring school-age staff at hire and ongoing is clearly presented. Details about how staff will be supported in their own professional development are included.(6 Points)

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5-6 Points)
<ul style="list-style-type: none">• There is none or little description of the center's plan for training and mentoring staff.• Training and mentoring activities for staff are listed, but no timeline is provided.• Little or no details about how staff will be supported in their own professional development are provided.	<ul style="list-style-type: none">• There is some description of the center's plan for training and mentoring staff.• Training and mentoring activities for staff are described with a general timeline.• Some details about how staff will be supported in their own professional development are provided.	<ul style="list-style-type: none">• There is clear description of the center's plan for training and mentoring staff.• Training and mentoring activities for staff are described and specific details about timeline are mentioned.• Specific details about how staff will be supported in their own professional development are provided.

OVERALL COMMENTS:

Points Possible for C: 6

Points Awarded: _____

5. COST INFORMATION (18 points possible)

____ / 18

Justify the program’s financial need and how the need aligns with *Budget Forms V. and VI.*

- A. Explain the need for these funds to provide quality school-age programming.
- B. Provide a summary of how funds will be appropriately utilized over the three-year period of the grant that aligns with *Budget Forms V. and VI.*
- C. Identify key financial staff that will be involved with the invoice preparation processes and fiscal management of the school-age program.

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

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

OVERALL COMMENTS:

Points Possible for A: 6
Points Awarded: _____

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

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

OVERALL COMMENTS:

Points Possible for B: 6
Points Awarded: _____

5. COST INFORMATION CONTINUED

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

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

OVERALL COMMENTS:

Points Possible for C: 6

Points Awarded: _____

PROPOSAL BUDGET & VI. PROPOSAL BUDGET DETAIL NARRATIVE FORMS (10 points possible)

____ / 10

A. The stated costs are reasonable in relation to the number of children to be served. In the VI. Proposal Budget Detail Narrative, all line item costs are itemized, detailed and purposeful. *If using grants funds with business entity match to increase a school-age staff's salary and fringe benefits, appropriate detail on VI. Proposal Budget Detail Narrative is provided and aligns with Entity Administrative Letter for School-Age Staff Wage Increase (Supporting Documentation). (10 Points)

Marginal (1-3 Points)	Somewhat Rigorous (4-7 Points)	Most Rigorous (8-10 Points)
<ul style="list-style-type: none"> It is difficult to determine if stated costs are reasonable in relation to number of children to be served. Not all line items costs are itemized, detailed and purposeful. *If using grants funds with business entity match to increase a school-age staff's salary and fringe benefits, there is little or no detail on VI. Proposal Budget Detail Narrative and alignment with Entity Administrative Letter for School-Age Staff Wage Increase (Supporting Documentation). 	<ul style="list-style-type: none"> There is not enough detail provided to determine if stated costs are reasonable in relation to number of children to be served. Most line items costs are itemized, detailed and purposeful. *If using grants funds with business entity match to increase a school-age staff's salary and fringe benefits, there are general details on VI. Proposal Budget Detail Narrative and alignment with Entity Administrative Letter for School-Age Staff Wage Increase (Supporting Documentation). 	<ul style="list-style-type: none"> Stated costs are reasonable in relation to number of children to be served. All line items costs are itemized, detailed and purposeful. *If using grants funds with business entity match to increase a school-age staff's salary and fringe benefits, there are specific details on VI. Proposal Budget Detail Narrative and clear alignment with Entity Administrative Letter for School-Age Staff Wage Increase (Supporting Documentation).

OVERALL COMMENTS:

Points Possible for A: 10

Points Awarded: _____

OVERALL PRESENTATION (5 points possible)

____ / 5

A. Proposal is formatted in order and as outlined for the evaluation committee to assess. (5 Points)

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5 Points)
<ul style="list-style-type: none">• There is a lack of sufficient detail about the school-age program, answers are vague.• Information is not organized, clear and easy to find.• Required and applicable attachments, addenda and supporting documentation are not included or complete.	<ul style="list-style-type: none">• There are some details about the school-age program, answers are general.• Most information is organized, clear and easy to find.• Most required and applicable attachments, addenda and supporting documentation are included and complete.	<ul style="list-style-type: none">• There is sufficient detail about the school-age program, answers are complete and responsive.• Information is organized, clear and easy to find.• All required and applicable attachments, addenda and supporting documentation are included and complete.

OVERALL COMMENTS:

Points Possible for A: 5

Points Awarded: _____

PROPOSAL ADDENDUM: QUALITY TOOL PLAN FOR IMPROVEMENT – DEVELOP MEANINGFUL RELATIONSHIPS AREA (5 points possible)

 / 5

A. The Quality Tool Plan for Improvement – Develop Meaningful Relationships is intentional and supports the needs of the target population. (5 Points)

Marginal (1-2 Points)	Somewhat Rigorous (2-3 Points)	Most Rigorous (4-6 Points)
<ul style="list-style-type: none">• The plan is vague and lacks key descriptions.• The plan is appropriate for only a few of the targeted population.	<ul style="list-style-type: none">• The plan is general and lacks specific descriptions.• The plan is appropriate for most of the targeted population.	<ul style="list-style-type: none">• The plan provides clear descriptions in all areas.• The plan intentionally supports the needs of all of the targeted population and aligns with proposal.

OVERALL COMMENTS:

Points Possible for A: 5

Points Awarded: _____

PROPOSAL ADDENDUM: SCHOOL-AGE STAFF RETENTION PLAN (5 points possible)

___ / 5

A. The School-Age Retention plan is detailed, clear and aligns with Proposal Narrative (Question 4A). (5 Points)

Marginal (1-2 Points)	Somewhat Rigorous (3-4 Points)	Most Rigorous (5 Points)
<ul style="list-style-type: none">• The plan is vague and lacks key descriptions, cannot determine how center will retain school-age staff.• None or little alignment with Proposal Narrative (Question 4A).	<ul style="list-style-type: none">• The plan is general and more detail is needed to determine how center will retain school-age staff.• Some alignment with Proposal Narrative (Question 4A).	<ul style="list-style-type: none">• The plan is detailed, clear and realistic in how center will retain school-age staff.• Intentional alignment with Proposal Narrative (Question 4A).

OVERALL COMMENTS:

Points Possible for A: 5

Points Awarded: _____

TOTAL EVALUATION POINTS

OVERALL COMMENTS:

TOTAL Competitive Priority Points Possible: 12

**TOTAL Competitive Priority Points
Awarded: _____**

TOTAL Proposal Narrative Points Possible: 109

**TOTAL Proposal Narrative Points
Awarded: _____**

TOTAL Proposal Addenda Points Possible: 10

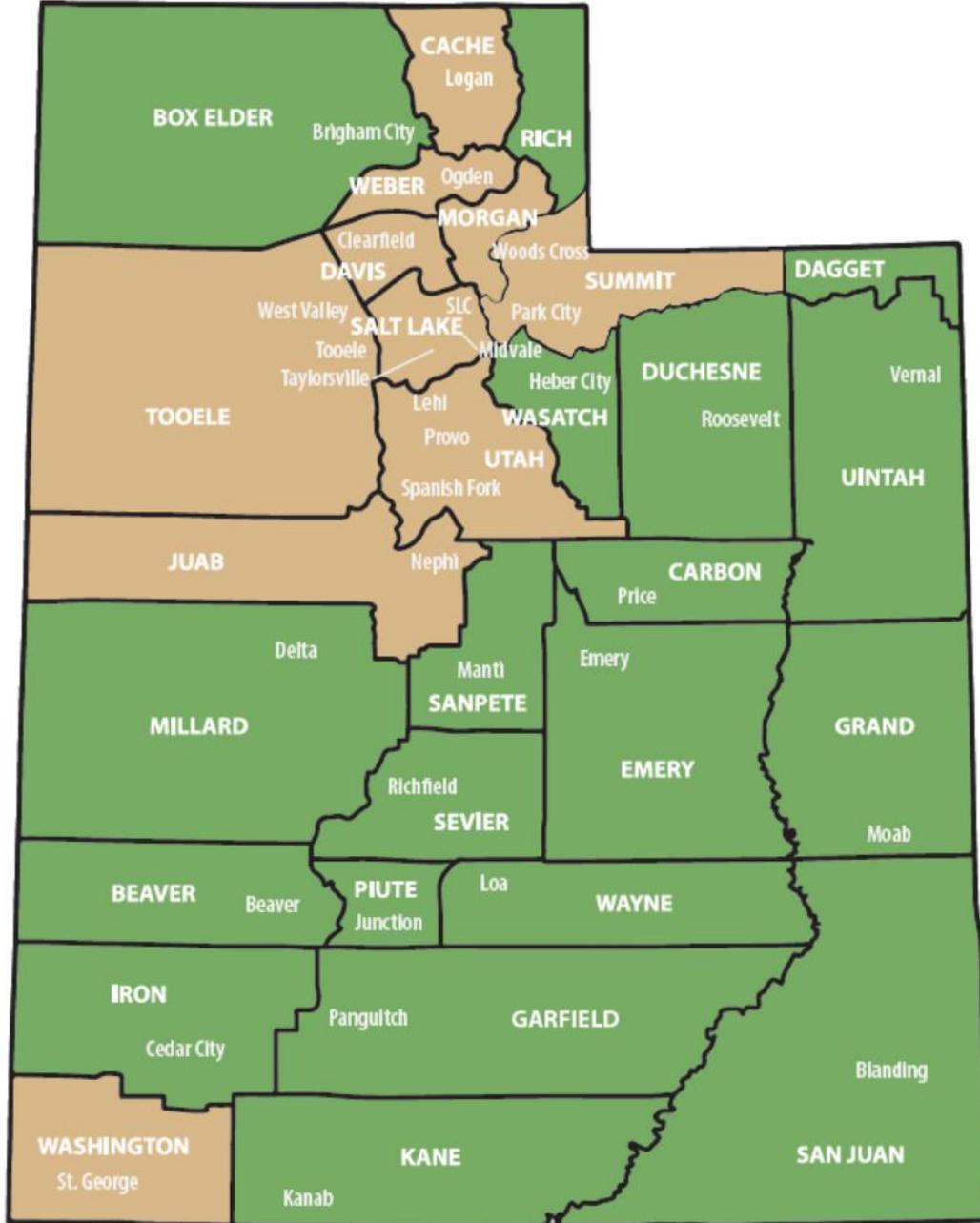
**TOTAL Proposal Addenda Points
Awarded: _____**

TOTAL POINTS POSSIBLE: 131

TOTAL POINTS AWARDED: _____

Department of Workforce Services - Utah Office of Child Care
SCHOOL-AGE QUALITY IMPROVEMENT GRANT

ATTACHMENT E: DWS Utah Rural Map



 Rural Counties

Source: <http://jobs.utah.gov/wi/pubs/trendlines/novdec10/theoutskirts.pdf>

SCHOOL-AGE QUALITY IMPROVEMENT GRANT

ATTACHMENT F: Definitions

Definitions for the purpose of the School-Age Quality Improvement Grant are as follows:

1. **Supplanting:** Contract funds must be used as an addition to existing funds for the program and not replace funds which have been appropriated, designated or come from parent fees for current program operation. Funds appropriated for the Child Care and Development Block Grant (CCDBG) or Discretionary Funds must be used to supplement, not supplant.
2. **Academic Activities:** Include and are not limited to; academic assistance, homework and tutoring.
3. **Child Care Subsidy:** Financial aid for eligible families whose children attend an eligible childcare facility.
4. **Collaborator or Partner:** A collaboration or partnership resulting in increased services and/or resources to be utilized in an afterschool program.
 - a. Some examples of community involvement collaboration/partnership are service clubs whose members volunteer in the program; a public school classroom or religious center shares space with another public or private youth prevention program; community health and safety networks that fund a specific project; or arts organizations that conduct special activities in the program. **Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.**
5. **Enrichment Activities:** Include and are not limited to; art, music, drama, sports, indoor and outdoor play and cross curricular activities supporting core curriculum.
6. **Formally Supervised Program:** Formal supervision includes any time children are with a responsible adult, including time spent during formal transportation for 10 miles or more (one way) to and/or from the center.
7. **Hours of Operation:** The number of hours children are participating in actual programming time.
8. **Interim hours:** Hours that programming takes place when school is not in session (i.e. during breaks for year round school).
9. **Week:** A minimum of four days during a calendar week.
10. **Department of Workforce Services – Utah Office of Child Care Grants:**
 - ASPIRE Kids Grant
 - Summer Youth Program Grant
 - Afterschool Program Curriculum and Equipment Grant
 - High Quality School Readiness Grant
 - Baby Steps Grant
 - Next Steps Grant
 - Two Year Old Grant
 - Quality Improvement Grant

ATTACHMENT G

Department of Workforce Services (DWS) Grant Terms and Conditions

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 regarding all services purchased 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 terms, conditions, attachments, scope of work, performance requirements of this contract and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
 - b. 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. 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.
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 by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

- **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, or employees, 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 the purchased services 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 services purchased under 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

- a. 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).
 - b. 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 statement for related party transactions (available from DWS’S Finance/Contracting Division). It will require:
- 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. 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:

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

32. **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.
33. **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.
34. **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.
35. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the GRANTEE'S accounting records. Leveraged funds are to be reported to DWS through the Cost Reimbursement report and be tracked and quantifiable within the GRANTEE'S accounting records.

ATTACHMENT H

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

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

- “Vulnerable adult” means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - provide personal protection;
 - provide necessities such as food, shelter, clothing, or medical or other health care;
 - obtain services necessary for health, safety, or welfare;
 - carry out the activities of daily living;
 - manage the adult's own resources; or
 - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

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

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

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

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

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

- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class

A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.

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

Attachment I: Equal Opportunity Poster (English)

It is against the law for the Department of Workforce Services (DWS), a recipient of Federal financial assistance, to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
- Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

DWS must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you must file a complaint within 180 days from the date of the alleged violation with either:

The State of Utah, Department of Workforce Services Equal Opportunity Officer/Customer Relations at **(801) 526-4390** or **1-800-331-4341**, or in writing to either DWS or the Civil Rights Center, as listed below.

*Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711.
Spanish Relay Utah: 1-888-346-3116*

Equal Opportunity/Customer Relations
Department of Workforce Services
P.O. Box 45249
Salt Lake City, UT 84145-0249

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Ave. NW,
Room N-4123
Washington, DC 20210

If you file a complaint with DWS, you must wait either until DWS issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the CRC, (see address above).

If DWS does not send you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for DWS to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with DWS).

If DWS does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240.

Equal Opportunity



Attachment H: Equal Opportunity Poster (Spanish)

Es contra la ley que el Departamento de Servicios de Empleo (DWS), que es recipiente de fondos federales, discrimine basándose en lo siguiente:

- En contra de cualquier individuo en los Estados Unidos a causa de su raza, color, religión, sexo, origen nacional, edad, incapacidad, afiliación política o creencia; y
- En contra de cualquier beneficiario de programas que reciben asistencia financiera bajo el Título I del Decreto de Inversión en Empleo de 1998 (WIA), basándose en que si es o no es ciudadano o inmigrante legal autorizado para trabajar en los Estados Unidos, o en la participación del individuo en cualquier programa o actividad que recibe fondos por medio de Título I de WIA.

El Departamento de Servicios de Empleo (DWS) no debe discriminar en ninguna de las siguientes áreas:

- En la decisión de quien será admitido o tendrá acceso a cualquier programa o actividad que recibe fondos por medio del Título I de WIA;
- En proporcionar oportunidades o en el trato de cualquier persona en respecto a tal programa o actividad; o
- En hacer cualquier determinación de empleo en la administración de o en conexión con tal programa o actividad.

Qué Debe Hacer Si Usted Cree Que Lo Han Discriminado

Si Usted piensa que ha sido sujeto a la discriminación bajo un programa o actividad que recibe fondos por medio de Título I de WIA, usted debe presentar una demanda o queja dentro de 180 días a partir de la fecha en que la supuesta violación ocurrió ante:

El Estado de Utah, Oficial de Igualdad de Oportunidad del Departamento de Servicios de Empleo/ Oficina de Servicio al Cliente al (801) 526-4390 o al 1-800-331-4341 o por escrito al Departamento de Servicios de Empleo o al Centro de Derecho Civiles a los siguientes domicilios:

(Las personas mudas o sordas pueden llamar a: State Relay al 1-800-346-4128)

Equal Opportunity/Customer Relations
Center (CRC)
P.O. Box 45249
Salt Lake City, UT 84145-0249

The Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Ave. NW,
Room N-4123
Washington, DC 20210

Si presenta una queja ante el Departamento de Servicios de Empleo (DWS), debe esperar a que este departamento dicte un Aviso de Acción Final o hasta haber transcurrido 90 días según lo que ocurra primero de estas dos, antes de presentar queja con el Centro de Derechos Civiles (CRC) al domicilio antedicho.

Si DWS no le envía por escrito un Aviso de Acción Final dentro de 90 días de la fecha en que Usted inicio su queja, no necesita esperar a que el DWS dicte tal Aviso para presentar su queja ante el Centro de Derechos Civiles (CRC). Sin embargo, si necesita presentar su queja ante el CRC, se debe de hacer antes de 90 días a partir del plazo dado de 90 días, es decir, a más tardar 120 días de la fecha en que primero presentó su queja o demanda ante el DWS.

Si el DWS le otorga un Aviso de Acción Final pero Usted no está satisfecho con la decisión o resolución, puede presentar su queja ante el CRC. Debe hacer esto antes de 90 días después de haber recibido el Aviso de Acción Final.



DWS 09-15S-0201 NCR

Igualdad De Oportunidad