



Grant Application and Contract

Office of Child Care 2016 Quality Improvement Grant for Rural Licensed Family Child Care Providers

This is a non-competitive grant issued by the Department of Workforce Services (DWS), Office of Child Care (OCC) to improve the quality of care provided by licensed, rural family child care programs meeting the eligibility requirements listed in the Request for Grant Applications. Grantees may use grant funds to purchase equipment, learning materials, better prepare for emergencies, and acquire informational resources on children and families.

Instructions:

- Fill out this *Grant Application & Contract form* completely.
- **Make certain to list Applicant's business name and the federal tax identification (ID) number exactly as on file with the IRS.** DWS will not be able to issue grant funds without the correct business name and ID number. If Applicant's business name has changed, please check with the Internal Revenue Service (IRS) to see if it recorded the name change. Applicant's grant check will be delayed if the business name listed on the application does not match the name on file with the IRS.

If Applicant files taxes under the tax ID number from a spouse's business, use that tax ID number on the application form. In this case, Applicant's child care business is considered a "Doing Business As," (DBA) under Applicant spouse's tax ID number. For example, "Smith Enterprises DBA Sunny Daycare".

- **Make certain to sign this Grant Application & Contract form before submitting.** Once signed by Applicant and DWS, the *Grant Application & Contract form* becomes a legally binding contract.
- Complete the following Attachments & Forms, as instructed below. These documents become a part of this Contract.

- Attachment A – Funding Worksheet
- Form A-1: Suggested Equipment & Materials Inventory for Family Child Care OR
- Form A-2: Suggested Equipment & Materials Inventory for Family Group Child Care
- Form B – Equipment and Materials Request Form

Business Name (as listed on Applicant's tax returns) _____

Provider Tax ID # (as listed on Applicant's tax returns): _____

Business Name (as listed on Health Department License): _____

Your Name _____

Address _____

City: _____ Zip Code: _____ County _____

Telephone # _____ Cell Phone # _____

E-mail address _____

State Vendor Number (if you have already been assigned one) _____

Total Funding Requested \$ _____

Based on Attachment A – Funding Worksheet, Form B – Equipment and Materials Request Form, or internet "Shopping Carts"

What is the program's licensed capacity? _____ How many children are currently in the program's care? _____

What hours and days does the program operate? _____

How many years had the program been licensed to provide child care? _____

In order to receive a grant, Applicants must do the following:

- 1. Applicants must meet the eligibility requirements, stated in the Request for Grant Applications.**
- 2. Applicants must submit an application packet that contains all required documents.** DWS will not review or fund incomplete applications. Applicant must submit the original application packet and one complete copy by the deadline stated in the Request for Grant Applications. The complete application will become the legal contract. A complete application **MUST** include all of the following documents:

- Grant Application & Contract form
- A copy of Applicant's child care license from the Department of Health, Bureau of Child Care Licensing
- Attachment A - Funding Worksheet
- Form A-1 or A-2 – Suggested Equipment & Materials Inventory
- Form B - Materials & Equipment Request Forms, or copies of internet "shopping cart" lists
- Mail completed application packet to:
Department of Workforce Services
Office of Child Care
Attn: Vickie Becker
140 East 300 South
Salt Lake City, Utah 84111

GRANTEE RESPONSIBILITIES

If funded, the Applicant agrees to comply with all grant requirements.

A Grantee is defined as an eligible applicant, who submits a complete application and receives a grant through this application. The Grantee must meet all of the following requirements:

1. Spend the grant funds and **return receipts documenting all purchases, within six weeks of receiving the grant check.**
 - a. **Copies** of receipts for all purchases made with grant funds **must be emailed to OCC within six weeks of receiving the grant check. Failure to submit copies of receipts may result in suspension from participation in future grant programs administered by OCC.**
 - b. **Scan and email receipts** to vbecker@utah.gov, or fax to 801-526-4432.
 - c. Grantees who do not have access to email or fax, shall mail receipt copies to: Department of Workforce Services, Office of Child Care, Attn. Vickie Becker, 140 East 300 South, Salt Lake City, UT 84111.
2. Await notification from OCC of receiving a grant prior to making any purchases.
3. Complete all purchases specified in its application.
4. Agree to put all purchased items to immediate use in its program. Grantee may not return items to the vendor, unless a substitute item is purchased. Grantee must not give items to anyone else for any purpose.
5. Serve all families regardless of race, religion, sex, age, national origin, disability or sexual orientation. Discrimination based on any of these classes is prohibited.
6. Allow OCC staff access to the program for site visits and monitoring.

7. Comply with all requirements, terms, and conditions specified in the Grant Application and Contract. Failure to comply may result in demand for the return of funds and/or suspension/debarment from participation in future DWS grants and contracts. Non-compliance may also result in the cancellation of other agreements between the Grantee and DWS.
8. **Grants funds must be spent on the applicant's program and may not be used to purchase items for any other purpose or program.**

TERMS AND CONDITIONS

If funded, the Grantee agrees to comply with the following Terms and Conditions. Failure to comply may result in suspension from participation in future grant programs administered by the Department of Workforce Services.

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. **MONITORING:**
 - a. DWS shall have the right to monitor GRANTEE'S performance under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS, which will include but is not limited to the GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
 - b. If it is discovered through monitoring that the Grantee is in default (not in compliance with the grant agreement), the Grantee may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between the Grantee and DWS.
 - c. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
5. **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.
6. **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. **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.

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

1. 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.
 2. 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.
7. **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.
8. **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.
9. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant.

For GRANTEES receiving any Federal funds: By signing this Grant, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

10. **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 Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
- b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

- c. If applicable, GRANTEE will provide an explanation of the client’s rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS’s Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.
 - d. If GRANTEE is a Non-Profit Organization, GRANTEE is required to comply with Utah Code: 51-2a-201.5: Accounting reports required – Reporting to state auditor. Not later than May 31st of each year, the Non Profit GRANTEE will disclose to DWS, in writing, whether: (i) the nonprofit corporation met or exceeded the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the previous fiscal year of the nonprofit corporation; and whether (ii) the nonprofit corporation anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5, Subsection (2) in the fiscal year the money is disbursed.
11. **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.
 12. **INDEMNITY:** 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.

SIGNATURE AND ACKNOWLEDGEMENT

I certify that the information in this application is true and accurate. I understand that providing false information in this application will disqualify me from receiving this grant and may result in my suspension from eligibility for grants in the future. I understand that staff from the Office of Child Care (OCC) may visit my family child care business as part of the grant evaluation process.

If funded, I agree to comply with the requirements listed in the Request for Grant Applications (RFGA) and to provide the OCC with accurate information upon request. I understand that staff from the OCC may visit my facility to verify that purchases have been made and materials are available to the children.

I agree to comply with all the responsibilities, requirements, terms, and conditions of this Agreement and understand that failure to do so may result in termination of grant opportunities for a specified period and/or the repayment of grant funds to the Department of Workforce Services.

By signing below, the following parties acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

RURAL FAMILY CHILD CARE APPLICANT

Signature Date

Print Name and Title

UTAH DEPARTMENT OF WORKFORCE SERVICES

Jon Pierpont, Executive Director Date