

State of Utah

Department of Workforce Services
Office of Child Care

Request for Grant (RFG)
Fiscal Year 2015

STEMLink Afterschool Grant



Funding Available for STEM Out of School Time Programs Serving
Youth in Middle, Junior High and High School

Pre-Proposal Meetings: May 15th

Contract Begins September 1, 2014

APPLICATION DUE: Friday, June 27, 2014 – 5:00 PM



**Department of
Workforce Services**

STEMLink Afterschool

Department of Workforce Services Request for Grant Applications

Funding Available for Programs Serving Youth in Middle, Junior High and High School

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

STEMLink Afterschool

Department of Workforce Services
Request for Grant Applications

Funding Available for Programs Serving Youth in Middle, Junior High and High School

APPLICATION DUE: Friday, June 27, 2014 – 5:00 PM

Introduction

STEMLink is a collaborative partnership between:

- The Department of Workforce Services (DWS)
- The STEM Action Center, and
- The Utah State Board of Education (USOE)

Science, technology, engineering and mathematics (STEM) education is becoming increasingly important in developing a well-qualified workforce. By assisting schools to help youth obtain in-demand skills, the Department of Workforce Services (DWS), in partnership with the STEM Action Center and the Utah State Office of Education (USOE), will help to break poverty cycles and prepare a talent pipeline for the workforce.

Purpose

DWS is requesting grant proposals for STEMLink Afterschool Grants. Funding is available to develop, implement or enhance STEM programs or STEM during out of school time for youth in middle, junior high and high school. This STEMLink Afterschool Grant will provide funding to public and private schools, local governments, public or private not-for-profit organizations, faith-based organizations, state offices and agencies, units of local governments and Indian tribal governments. This may include afterschool programming to supplement the school day Career and Technical Education (CTE) programs and Work-Based Learning (WBL) activities that are STEM based.

The STEMLink Afterschool Grant focuses on “a critical factor...the need to improve access to STEM fields and careers among populations that are currently underrepresented”

(<http://www.afterschoolalliance.org/documents/STEM-Afterschool-Outcomes.pdf>). The focus is on under-served youth and helping them to gain and apply STEM skills. This grant program will target those students who need the most help in gaining employable skills that will help them achieve financial independence. By serving the student, this grant will ultimately benefit communities and businesses.

According to the *Indiana Afterschool Standards*, STEM afterschool programs produce the following outcomes:

- Increased interest and excitement in STEM learning
- Increased STEM skills, understanding, knowledge and competence
- Increased awareness and interest in STEM education and career pathways

PRE-PROPOSAL MEETINGS

STEMLink Afterschool Grant

Pre-Proposal Meetings: May 15, 2014

Attendance at the Pre-Proposal Meeting is not a requirement for applying for the STEMLink Afterschool Grant, but is an opportunity to review the RFG and ask questions. Many applicants find it helpful in preparing their grant application. There are two options for attending: in person and online/phone. Both meetings will cover the same information. Questions asked at the pre-proposal meetings, with their answers, will be posted online by June 20, 2014 at www.jobs.utah.gov/occ.

IN PERSON

Please bring a copy of the RFG

Thursday, May 15, 2014
9:00 AM

Salt Lake City, Utah

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

ONLINE OR BY PHONE

Please have a copy of the RFG to reference

Thursday, May 15, 2014
2:00 PM

Please register for STEMLink Bidders Meeting:

<https://attendee.gotowebinar.com/register/2031956120073824769>

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 assure 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:

Tricia Davis
OCC Afterschool Manager
tadavis@utah.gov
801-526-9306

Jolene Christian Hill
Contract Analyst
jochristian@utah.gov
385-212-4575

GRANT INFORMATION

Minimum Requirements

- ✓ Programs must provide a regular, formally organized program for middle, junior high and/or high school age youth a minimum of **eight hours per week**.
 - Programs may be conducted after school, before school, weekends, summer, or any other time youth are not in school.
- ✓ Program must have a minimum of **15 youth attending daily** (average daily attendance, ADA) and allow youth to attend all hours of programming each week.
 - Program must target, but not be limited to, economically disadvantaged youth.
- ✓ Programs are required to provide a balance of **STEM**, academic and enrichment. New programs must provide **70 percent STEM programming**. Existing programs must significantly increase STEM programming and justify the need for this funding.
- ✓ Program must be open to all youth middle, junior high and high school age, regardless of race, religion, political ideology, or physical ability.
- ✓ A sliding fee scale must be available.
- ✓ Program must be open to entry level youth and must not require pre-requisite classes for participation.
- ✓ Programs must partner with their Local Education Agency (LEA) to collect data and administer pre and post surveys (provided by DWS) to staff, participating youth and parents.
- ✓ See Scope of Work for detailed requirements.

Who May Apply

- ✓ Proposals may be submitted to a) start a new program (70 percent STEM), or b) enhance an existing program to include STEM.
- ✓ Programs currently receiving afterschool funds (Safe Passages, High School Youth Support, 21st Century CLC, etc.) will need to explain how they will enhance and/or include additional STEM activities.
- ✓ The following are encouraged to apply: public and private schools, local governments, public or private not-for-profit organizations, faith-based organizations, state offices and agencies, units of local governments and Indian tribal governments.
 - Programs that have a religious affiliation will be required to provide assurances that grant funds will not be used for religious instruction.

Funding Details

- ✓ STEMLink Afterschool grants are funded by Temporary Assistance for Needy Families (TANF), under purpose three, out of wedlock pregnancy prevention. Keeping kids engaged and avoiding risky behavior supports out of wedlock pregnancy prevention.
- ✓ Funding will be distributed on a reimbursement basis.
 - Requests for reimbursement must be submitted a minimum of biannually and a maximum of quarterly.
- ✓ Organizations may apply for multiple sites within one application.
- ✓ Funding amount is open based on programming needs and budget justification.

- ✓ Grants will be awarded based on demonstrated need and quality of proposed program.
- ✓ DWS reserves the right to alter the funding allocated for the grant.

Period of Performance

- ✓ Funding for grant recipients begins September 1, 2014. Grant period ends August 31, 2017.
- ✓ DWS may elect to terminate the grant for non-compliance or funding availability.

Evaluation and Award

- ✓ Grant proposals will be evaluated on a competitive basis.
- ✓ DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFG.
- ✓ Participants must be available for questions or clarification during the grant review period.
- ✓ Successful grant applications will be open to public inspection after grant award, under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

Questions

Questions requesting clarification or interpretation of any section of this RFG should be submitted in writing or before Wednesday, June 18, 2014. Written responses will be posted by June 20, on the DWS website at www.jobs.utah.gov/occ for all prospective applicants to view. Direct questions to the following:

- Teen Afterschool Program Specialist: Catherine Rolling, crolling@utah.gov, 801-526-9214
- Contract Analyst: Jolene Christian Hill, johill@utah.gov, 385-212-4575

Addenda

If DWS finds it necessary to modify the RFG for any reason, it will issue a written addendum to the original RFG. Final Addenda will be posted no later than June 20, 2014.

APPLICATION PROCESS

Timeline

- **Pre-Proposal Bidders Meeting: May 15, 2014** (see page 4 for details)
- **Application Submission Deadline: Friday, June 27, 2014, 5:00 PM:** Proposals must be received no later than 5:00 PM. Proposals received after 5:00 PM will not be accepted. Proposals may not be faxed.
- **Anticipated Grant Award Date:** It is anticipated that the announcement of grant awards will be made in **July 2014**.
- **Award Effective Date: September 1, 2014-August 31, 2017.**

Application Procedure

1. Applicant must use the provided forms to submit proposal. Applicant must bear the cost of preparing and submitting proposal. Proposal must be formatted as outlined, so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFG will result in disqualification of the proposal.**
2. Organizations are limited to one application; include details for each program site.
3. **Application forms must be typed.** The forms are created as save-able documents. Forms can be found at <http://jobs.utah.gov/edo/rfp.html>. The PDF forms need to be submitted by email in the original format, not scanned.
4. Proposal must be stapled, not bound or in three-hole binders.
5. Application Cover Sheet must be the first page of the proposal.
6. Applicants must **submit one copy via email**, with all PDF forms in the original format (without the final signature) and all attachments to occafterschool@utah.gov.
7. **Submit one original** (with an original signature) and **five (5) identical paper copies** of the proposal to the address listed below.
8. Paper copies AND the emailed copy – **must be received no later than 5:00 p.m., Friday, June 27, 2014.** Proposal may not be faxed. Late proposals will not be accepted. No exceptions!
9. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded prior to scoring.

SUBMISSION CHECKLIST

- Submit one copy, forms in the original PDF format (pre-signature) and attachments, by email to occafterschool@utah.gov.
- Submit one original** (with an original signature) and **five (5) identical paper copies** of the proposal to the address below.

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

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

- Grant Application Cover Sheet**
- Program Information** (one per site, if applicable)
- Budget Detail Form**
 - If applying for multiple sites submit:
 - Separate Program Budget Detail Form for each site
 - Program Budget Detail Form for organization's combined budget request (total includes all sites)
- Grant Proposal Narrative** - Narrative responses are limited to the space provided. Additional narrative attachments will not be accepted.
- Budget Narrative and Itemization Form**
- Attachments**
 - **Calendar**
 - **School Support Letter**
 - **Collaboration Letter(s)**
 - **501(c)(3) Letter** - If applicable.

Submit proposals by Friday, June 27, by 5:00 PM to:

Email copy (required):

occafterschool@utah.gov

Paper copies (required):

Catherine Rolling, OCC Teen Afterschool Program Specialist
Department of Workforce Services
140 East 300 South
Salt Lake City, Utah 84111

Questions:

Teen Afterschool Specialist: Catherine Rolling, **Email:** crolling@utah.gov **Phone:** 801-526-9214

Contract Analyst: Jolene Hill, **Email:** johill@utah.gov, **Phone:** 385-212-4575

Department of Workforce Services – STEMLink Afterschool Grant Application Cover Sheet

ORGANIZATION

Organization: _____

Federal Tax ID #: _____

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

Total Grant Funds Requested (3 years combined): _____

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

Name: _____ Position: _____

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

Telephone: _____ Email: _____

Signature: _____ Date: _____

GRANT ADMINISTRATOR (if different from above)

Name: _____ Position: _____

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

Phone: _____ Email: _____

FINANCIAL ADMINISTRATOR

Name: _____ Position: _____

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

Telephone: _____ Email: _____

GEOGRAPHIC LOCATION (Check all boxes that apply for proposed program sites)

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

Program Information

Submit One Per Site

Organization: _____ Site: _____

SITE INFORMATION

Site/Program Name: _____

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

Program Contact Name: _____ Position: _____

Phone: _____ Email: _____

Site Grant Request: \$ _____

The program is (please check one):

- A **new program** (Must provide 70% STEM programming)
- An **existing program** (Must significantly increase STEM programming)

Check the **two** primary areas of prevention/education the program proposes to offer:

- | | |
|---|---|
| <input type="checkbox"/> Addiction Prevention | <input type="checkbox"/> Physical Activity & Nutrition |
| <input type="checkbox"/> Civic Engagement | <input checked="" type="checkbox"/> Positive Interpersonal Relationships |
| <input type="checkbox"/> Education & Career Readiness | <input checked="" type="checkbox"/> Self-Concept & Emotional Intelligence |
| <input type="checkbox"/> Financial Literacy | <input checked="" type="checkbox"/> Violence & Gang Prevention |

Section B: Risk Determination

Anticipated Percentage to Be Served

Youth eligible for free and reduced school lunch

Youth with non- or limited-English capabilities

Youth who are homeless

Section C: NUMBER AND TYPE OF CLIENTS

Grade level(s) served: _____

On average, what is the current number of youth being served per day (Average Daily Attendance, ADA)? _____

What is the number of youth the program proposes to serve per day (proposed ADA): _____

Indicate the number of youth the program expect to serve per year (unduplicated): _____

Indicate when the program operates: Before school Afterschool Summer Weekends

How many weeks will the program operate during the school year? For this purpose a week is defined as; a minimum of two school days during a calendar week. _____

How many weeks will the program operate during the summer/interim (when school is not in session)? _____

**Department of Workforce Services – STEMLink Afterschool
Grant Proposal Narrative**

Organization:

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

1. PROGRAM OVERVIEW

Provide a program description including the needs of the community (supported by data) and an overview of programming offered.

2. PROGRAM SERVICES

Describe the goals for and intentional design of the program that supports academic achievement and youth development. Include the program design, past successes and parent communication plan.

3. SCIENCE, TECHNOLOGY, ENGINEERING, and MATH (STEM)

Unofficial Form
Find forms at
jobs.utah.gov/ledo/rfp.html

A. Project Description –

- Provide a clear and compelling description of the proposed STEM project including curriculum and activities.
- Clearly state the purpose for the funding.
- Identify the grade level of students to be served.
- Identify clear objectives of the proposed project.

Unofficial Form
Find forms at
jobs.utah.gov/ledo/rfp.html

B. Careers, Education and Partnerships –

- Describe the program’s connection with the school. Include how the afterschool program supports existing programs implemented during the school day and the partnership between afterschool, school counselors, STEM and CTE classes.
- Demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate’s degrees, and baccalaureate degrees.
- Describe how partners will be included in your project:
 - Employers may be actively engaged in the project and may contribute to many aspects of grant activities, such as identifying skills and competencies for curriculum development, equipment donations, mentoring, instructors, funding, internships, access to laboratory facilities, or other Work-Based Learning (WBL) activities.

Unofficial Form
Find forms at
jobs.utah.gov/eo/rfp.html

C. Data and Outcomes –

Describe the intended STEM program outcomes and data collection method(s) to support these outcomes. Include implementation of Pre and Post surveys (provided by DWS) for staff, youth and parents. Also include academic tracking collection and tracking of STEM related end of year tests and/or grades.

4. PREVENTION

A. The program must include at least two prevention/education components from the following list:

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

For each prevention/education component, the use of evidence based curriculum and resources are preferred. Describe how the components were selected, the relevance to the population served, implementation, program design and intended outcomes.

B. Describe the program's plan for providing Healthy Relationship Education. Programs providing Pregnancy and STI prevention must explain and describe the use of evidence based curriculum and/or contractors hired to provide the services. Programs can find appropriate curriculum on the following site: http://www.hhs.gov/ash/oah/oah-initiatives/teen_pregnancy/db/programs.html. Other curriculum may be reviewed.

5. STAFF

Describe the staff recruitment plan, education, and experience requirements for hiring qualified staff to support the program's intended outcomes. Provide plans for hiring a licensed educator in a STEM related subject to directly supervise the STEM program. If the staff providing STEM programming is not the licensed educator, describe the staff's STEM related credentials. Include a staff training plan, staff evaluation and support provided.

6. YOUTH RECRUITMENT and RETENTION

Describe the target population and how the program intends to identify, market, recruit, engage, and retain economically disadvantaged youth.

Unofficial Form
Find forms at
jobs.utah.gov/ledeo/rfp.html

7. Budget

Justify the program's financial need. If expanding an existing afterschool program, provide details of how this funding will supplement existing program funding. Provide a summary of how the funds will be utilized to continue the program in years two and three.

Unofficial Form
Find forms at
jobs.utah.gov/ledo/rfp.html

Department of Workforce Services - STEMLink Afterschool

September 1, 2014 - August 31, 2015

Budget Detail Form (One Year)

Please complete, detailing the afterschool programs entire operating budget.

Organization Name:				
Sites:				
Category I Administrative Expenses	DWS Grant Funds Requested	Other Federal Grants (21st Century, Safe Passages, High School Youth Support, etc.)	Other Funds	Total Afterschool Site Budget
Total Category I Admin Expenses <i>Note: Grant funds spent on Admin Expenses must be clearly outlined in the budget. Admin Expenses may not exceed the actual indirect cost rate as determined by your cognizant agency, and cannot exceed 10% of the total Category III Program Expenses.</i>				\$0
Category II Capital Expenditures				
Total Category II Capital Expenditures <i>Note: Grant funds may not be used for Capital Expenditures.</i>	N/A			\$0
Category III Program Expenses				
1. Salaries				\$0
2. Fringe Benefits				\$0
3. Travel/Transportation				\$0
4. Space Costs (rent/mortgage) <i>Note: Grant funds may not be used for space costs.</i>	N/A			\$0
5. Utilities				\$0
6. Communications (printing, copying, phone postage)				\$0
7. Equipment/Furniture				\$0
8. Supplies (snacks)				\$0
9. Miscellaneous				\$0
10. Conferences/Workshops (training)				\$0
11. Insurance				\$0
12. Professional Fees/Contract Services				\$0
Total Category III Program Expenses	\$0	\$0	\$0	\$0
Total Expenses Category I, II and III				
	\$0	\$0	\$0	\$0

**Department of Workforce Services - STEMLink Afterschool Grant
September 1, 2014 - August 30, 2015**

One Year Budget Narrative and Itemization Form

Please itemize, detail, and describe the purpose for each line item of grant funds requested in the Budget Detail Form.

One Per Site

Organization Name:			
Site:			
Category I Administrative Expenses	Itemized Details of DWS Grant Funds Requested	DWS Grant Funds Requested	Other Funds
Total Category I Admin Expenses	<i>Note: Grant funds spent on Admin Expenses must be clearly outlined in the budget and cannot exceed 10% of the total budget. Admin expenses cannot be greater than the organization's approved indirect cost rate.</i>		
Category II Capital Expenditures			
Total Category II Capital Expenditures	<i>Note: Grant funds may not be used for Capital Expenditures.</i>	N/A	
Category III Program Expenses			
1. Salaries			
2. Fringe Benefits			
3. Travel/transportation			
4. Space Costs (rent/mortgage)	<i>Note: Grant funds may not be used for space costs.</i>	N/A	
5. Utilities			
6. Communications (printing, copying, phone, postage)			
7. Equipment/Furniture			
8. Supplies (snacks)			
9. Miscellaneous			
10. Conferences/Workshops (training)			
11. Insurance			
12. Professional Fees/Contract Services			
Total Category III Program Expenses		\$0	\$0
Total Expenses Category I, II and III		\$0	\$0

Unofficial Form
Find forms at jobs.utah.gov/ledo/rfp.html

Department of Workforce Services – STEMLink Afterschool Proposal Attachments

- I. **Calendar** - Attach a **calendar** outlining one proposed month (any month) of program activities. Provide an example of the daily routine.
- II. **School Administrative Support Letter** (i.e. Principal, Director, Executive Director) Letter documenting support of the program and support for data collection.
- III. **Collaboration Letters** - Attach one or more letters from an outside collaborative agency/entity*. The letter should provide a brief description of the involvement with the afterschool program. The letter should include specific detailed information about how the organization will partner. This is not a letter of support.
 - a. Contributions from collaborators should be included on the *Budget Detail Form*.
- IV. **501(c)(3) Letter**- If applicable.

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

Department of Workforce Services – STEMLink Afterschool
Attachment A: Scope of Work/Performance Requirements

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

1. Start Date

Funding period will start September 1, 2014 and end August 31, 2017.

2. Service Population and Program Requirements

- a. Programs must provide a regular, formally organized program for middle, junior high and/or high school age youth a minimum of 8 hours per week.
 - i. Programs may be conducted after school, before school, weekends, summer, or any other time youth are not in school.
- b. Program must have a minimum of 15 youth attending daily (average daily attendance, ADA) and allow youth to attend all hours of programming each week.
- c. Programs are required to provide a balance of STEM, academic and enrichment. New programs must provide 70 percent STEM programming. Existing programs must increase their STEM programming and justify the need for funding.
- d. Program must be open to all youth middle, junior high and high school age, regardless of race, religion, political ideology, or physical ability.
- e. A sliding fee scale must be available.
- f. Program must be open to entry level youth and must not require pre-requisite classes for participation.
- g. The program design must include a parent communication plan.

3. Science, Technology, Engineering, and Math (STEM)

- a. Funded programs will be required to utilize evidence based STEM curriculum.
- b. Licensed educator must be the direct supervisor of the STEM programming.
- c. A minimum of 70 percent of programming time must be spent on STEM curriculum and activities. The remainder of programming time must be spent on other prevention and education components including academic assistance and enrichment activities.
- d. Programs must partner with the Local Education Agency (LEA) to collect STEM related outcome data.

4. Prevention/Education Components

- a. Healthy Relationship Education - Programs must provide education in healthy relationships. Pregnancy and STI Prevention is preferred but not required.
 - i. Programs providing Pregnancy and STI prevention must use evidence based curriculum and/or contract for these services.
 - ii. Grantee must obtain written parental permission for each student before teaching pregnancy and STI prevention.
- b. The program must include at least two prevention/education components from the list below. Programs should utilize evidence based curriculum when appropriate.

• Addiction Prevention	• Physical Activity & Nutrition
• Civic Engagement	• Positive Interpersonal Relationships
• Education & Career Readiness	• Self-Concept & Emotional Intelligence
• Financial Literacy	• Violence & Gang Prevention

5. **Background Checks**

Grantee must complete a fingerprint-based national criminal background check conducted by the BCI for all employees and volunteers before allowing unsupervised access to youth. Background checks shall be based on official records obtained by the Utah Bureau of Criminal Identification.

- a. It is the provider's responsibility to prevent unsupervised access to youth by employees or volunteers whose criminal history record shows any of the following offenses:
 - i. Any matters involving an alleged sexual offense.
 - ii. Any matters involving an alleged felony or class "A" misdemeanor drug offense.
 - iii. Any matters involving an alleged "crime against the person" under Utah Code 76- 5.

6. **Computer Use**

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

7. **Grant Orientation Meeting**

Funded program's coordinator and fiscal management staff may be required to attend a 2-3 hour, in-person, grant orientation meeting (TBA).

8. **Training**

Programs must provide documentation showing 20 hours of program-related training each year for staff working ten or more hours/week.

9. **Consultation and Technical Assistance**

Funded organizations must participate in direct consultation and technical assistance provided by staff or designee of DWS.

10. **Program Quality**

- a. Program/site must annually meet the then current standard of quality set by DWS as measured by the *Utah Afterschool Program Quality Assessment and Improvement Tool* ("Quality Tool"). Training on the Quality Tool will be provided at the grant orientation meeting and program manager/coordinator training.
www.utahafterschool.org/quality
- b. Funded organizations must register with the Utah Afterschool Network at:
www.utahafterschool.org.

11. **Funds**

- a. Prepare and have approved by DWS one budget per program site. A \$5,000 incentive is provided if program includes pregnancy/STI prevention.

12. **Reporting**

Reports must be prepared according to DWS report guidelines. DWS will provide training on report format and content at the grant orientation meeting.

- a. Programs must provide two progress reports (mid-year and annual) per year as required by DWS.
- b. Program must conduct Pre and Post Surveys.
- c. Program must complete the *Quality Tool* self-assessment through UAN's data collection system.
- d. Program must organize an annual *Lights On Afterschool* event in October, and register the event at www.afterschoolalliance.org/loaHostEvent.cfm

13. Expense Reimbursement

- a. Programs shall submit requests for reimbursement of expenses using the reimbursement-billing template provided by DWS.
- b. Requests for reimbursement must be submitted a minimum of biannually and a maximum of quarterly.
- c. DWS will strive to make timely payment. Turnaround time for payment is determined by accuracy of invoice and approval by DWS Finance Division.
- d. All funds must be spent by the end of the grant contract term. Any funds not spent will remain with the DWS.
- e. Expenses incurred prior to June 30, must be invoiced by July 9.

14. Allowable Costs

Allowable costs for this Grant are specified in *Attachment - Allowable Costs*.

15. Oversight

- a. Grantee must ensure proper administrative and accounting procedures are followed.
- b. The organization applying must provide program administration. This includes and is not limited to:
 - Operating as the DWS grant contact
 - Hiring and employing the site coordinator/director
 - Being responsible for program structure and development
 - Maintaining fiscal responsibility
 - Providing DWS grant reports
 - Marketing
 - Program accountability

16. Terms and Conditions

Programs are subject to and must comply with all terms set forth in *Attachment A- Scope of Work/Performance Requirements*, *Attachment D - Grant Standard Special Terms and Conditions*, and *Attachment C - Allowable Costs*.

Attachment B: Evaluation Score Sheet

Proposal #: _____

Organization: _____

Site: _____

Evaluator #: _____

Score will be assigned as follows:

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

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Proposals scoring below 60 will not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
NARRATIVE				
1. PROGRAM OVERVIEW: (7.5 points possible)				
A. The program description includes the needs of the community (supported by data) and an overview of programming offered to address the needs.		X 1.5		7.5 points possible
2. PROGRAM SERVICES: (7.5 points possible)				
A. The proposal clearly describes the goals for and intentional design of the program that supports academic achievement and youth development. Include the program design, past successes, and parent communication plan.		X 1.5		7.5 points possible
3. SCIENCE, TECHNOLOGY, ENGINEERING, and MATH (STEM): (30 points possible)				
A. Project Description –				
<ul style="list-style-type: none"> • Proposal provides a clear and compelling description of the proposed STEM project including curriculum and activities. • Clearly state the purpose for the funding. • Identify the grade level of students to be served. • Identify clear objectives of the proposed project. 		X 2		10 points possible
B. Careers, Education and Partnerships –				
1. The proposal describes the program’s connection with the school. Include how the afterschool program supports existing programs implemented during the school day and the partnership between afterschool, school counselors, STEM and CTE classes.		X 1		5 points possible
2. The proposal demonstrates how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate’s degrees, and baccalaureate degrees.		X 1		5 points possible
3. The proposal describes how partners will be included in your project:				
<ul style="list-style-type: none"> • Employers may be actively engaged in the project and may contribute to many aspects of grant activities, such as identifying skills and competencies for curriculum development, equipment donations, mentoring, instructors, funding, internships, access to laboratory facilities, or other Work-Based Learning (WBL) activities. 		X 1		5 points possible
C. Data and Outcomes –				
<ul style="list-style-type: none"> • The proposal describes the intended STEM program 		X 1		5 points possible

<p>outcomes and data collection method(s) to support these outcomes.</p> <ul style="list-style-type: none"> • Includes implementation plan for required pre and post surveys for staff, youth and parents. • Includes plan for academic tracking collection and tracking of STEM related end of year tests and/or grades. 				
4. PREVENTION: (15 points possible)				
<p>A. The proposal must provide details on two selected prevention components.</p> <ul style="list-style-type: none"> ○ Addiction Prevention ○ Civic Engagement ○ Education & Career Readiness ○ Financial Literacy ○ Positive Interpersonal Relationships ○ Physical Activity & Nutrition ○ Self-Concept & Emotional Intelligence ○ Violence & Gang Prevention <p>The proposal must include the following details for each component:</p> <ul style="list-style-type: none"> • Describe how the component was selected and the relevance to the population served. • Describe how the program will address the prevention components (curriculum, ongoing programming, ensure attendance, etc.) • Describe how the program will track and measure the outcomes of the prevention/education components. 		X 1.5		7.5 points possible
<p>B. The proposal describes the program's plan for providing Healthy Relationship Education. Programs providing Pregnancy and STI prevention must explain and describe the use of evidence based curriculum and/or contractors hired to provide the services.</p>		X 1.5		7.5 points possible
5. STAFF: (10 points possible)				
<p>A. The proposal describes the staff recruitment plan, education and experience requirements for hiring qualified staff to support the programs intended outcomes. Proposal details plans for hiring a licensed educator, in a STEM related subject, to directly supervise the STEM program. If the staff providing STEM programming is not the licensed educator, describe the staff's STEM related credentials.</p>		X 1		5 points possible
<p>B. The proposal provides a plan for staff training, evaluation and support.</p>		X 1		5 points possible
6. YOUTH RECRUITMENT & RETENTION: (5 points possible)				
<p>A. The proposal describes the target population and how the program intends to identify, market, recruit, engage, and retain economically disadvantaged youth.</p>		X 1		5 points possible
BUDGET				
8. BUDGET NARRATIVE AND ITEMIZATION FORM: (12.5 points possible)				
<p>A. The proposal justifies the program's financial need. If expanding an existing afterschool program, details are provided regarding how this funding will supplement existing program funding. A summary is provided of how the funds will be utilized to continue the program in year two and three.</p>		X 1.5		7.5 points possible
<p>B. Details include the cost breakdown for each line item, including any requested administrative costs.</p>		X 1		5 points possible

<ul style="list-style-type: none"> • Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). • Costs should be reasonable and customary. 				
ATTACHMENTS				
9. CALENDAR: (5 points possible)				
A. The proposal includes a calendar outlining one proposed month (any month) of program activities including all prevention/education components. Provide an example of the daily routine that displays both academic and enrichment.		X 1		5 points possible
10. PRINCIPAL LETTER: (5 points possible)				
A. Letters from principals indicate cooperation with data collection needs and that the teachers in the school will communicate and coordinate instruction with project staff. A letter per school served is provided.		X 1		5 points possible
11. COLLABORATION LETTERS*: (5 points possible)				
A. Letters from partnering organizations, signed by a senior administrator of that organization, clearly delineate any service or financial contribution for each year the project is operating. These are not letters of support.		X 1		5 points possible
12. 501 (c)(3):				
A. If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	N/A
MISC.				
13. OVERALL PRESENTATION: (2.5 points possible)				
A. Forms are properly filled out and accurate. Information on the forms is supported by the narrative.		X .5		2.5 points possible
TOTAL EVALUATION POINTS		Total		105 points possible

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

Evaluator Notes and Comments:

Attachment C: Allowable 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 circulars. They must be consistent with the grantee's procurement policies and procedures. Grantees are 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 grantee may have to repay the funds or incur a financial penalty.

No Supplanting: Grant 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.

Grantee may use funds for the following:

1. **Materials:** Materials and supplies used to conduct the program are allowable expenses. Purchases of motor vehicles are not allowed. Electronic purchases over \$100 must be pre-approved by DWS. Grant funds may not be used to purchase used equipment from any source.
2. **Training:** Registration fees for approved (by DWS) training for direct-labor employees offered through the statewide Utah Higher Education Institutions and professional association conferences are allowable.
3. **Travel:** Travel shall be reimbursed according to the then-current State per diem policy.
4. **Personnel:** Full- and part-time program staff costs. Salaries and benefits for group leaders and/or directors (working specifically on the objectives of the grant or contract– i.e. direct labor costs) are allowable. Salary or wages for time spent attending training or meetings required by the Grant are allowable.
5. **Administrative Expenses:** Grant funds spent on Expenses must be clearly outlined in the budget. Administrative Expenses may not exceed the actual indirect cost rate as determined by your agency, and cannot exceed 10 percent of the total budget. Documentation for such cost will be required with each invoice.
6. **Consultant fees** for services contracted to accomplish specific grant/contract objectives.

Note:

- **Space costs, including facility repairs/upgrades, are NOT allowed as direct costs under this grant.**
- **Equipment and supplies:** All equipment purchases over \$5,000 are considered capital expenses, which are not allowed under this Grant.

ATTACHMENT _____

Department of Workforce Services 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 DEPARTMENT'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 four years after the Grant terminates or until all audits initiated within the four years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DEPARTMENT.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DEPARTMENT or individuals receiving services (whether direct or contracted) from DEPARTMENT.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
 - a. Assignment: Notwithstanding DEPARTMENT'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 DEPARTMENT. Any assignment by GRANTEE without DEPARTMENT'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. DEPARTMENT 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 DEPARTMENT which will rely on the criteria set forth in this Grant, including the goals, service objectives and methods described

in "Scope of Work" and any special conditions and "Performance Measures" 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 DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DEPARTMENT-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DEPARTMENT'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 DEPARTMENT.
 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. The DEPARTMENT 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 DEPARTMENT to terminate the Agreement immediately for a violation of that provision, DEPARTMENT may terminate this Agreement immediately by notifying GRANTEE in writing. The DEPARTMENT may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by the DEPARTMENT.
 - 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 DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DEPARTMENT 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 DEPARTMENT fails to receive appropriations then DEPARTMENT may, by giving at least 30 days advance written notice, terminate this Agreement. DEPARTMENT 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:**
 1. In the event this Agreement is terminated as a result of a default by GRANTEE, DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as DEPARTMENT deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DEPARTMENT for

any damages arising there from, including attorneys' fees and excess costs incurred by DEPARTMENT in obtaining similar services.

2. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DEPARTMENT 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 DEPARTMENT IN ADVERTISING:** Grantee agrees to give credit to DEPARTMENT 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 DEPARTMENT.
13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DEPARTMENT'S drug-free workplace policies while performing services under this Agreement.
14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. 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. DEPARTMENT must receive billing for services for the month of June no later than July 15th, due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

DEPARTMENT 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 DEPARTMENT, GRANTEE'S record keeping practices and/or reporting to DEPARTMENT are not conducted in a timely and satisfactory manner, DEPARTMENT 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, DEPARTMENT 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 DEPARTMENT determines that payments were incorrectly reported or paid, DEPARTMENT 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 DEPARTMENT. GRANTEE further agrees that DEPARTMENT 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. DEPARTMENT 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 DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, DEPARTMENT'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 DEPARTMENT'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 DEPARTMENT'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 DEPARTMENT 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 four (4) 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 the Department of Workforce Services. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify the DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'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 the DEPARTMENT'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 the DEPARTMENT'S disclosure statement.
27. **DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**
- a. Federal cost principles determine allowable costs in Department Grants. They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization at the internet web site:
OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>
 - b. **Compliance with Federal Cost Accounting Principles:** For GRANTEE'S convenience, the DEPARTMENT provides Table 1 below, "Cost Accounting

Principles,” as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, “Cost Accounting Principles,” the principles applicable to a particular GRANTEE depend upon the GRANTEE’S legal status.

Table 1: Cost Accounting Principles

Grantee	Federal Cost Principles
State/Local/Indian Tribal Governments	OMB Circular A-87
College or University	OMB Circular A-21
Non-Profit Organization	OMB Circular A-122
For Profit (Commercial) Organization	48 CFR Part 31

c. Compensation for Personal Services - Additional Cost Principles:

In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
- ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
- iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DEPARTMENT 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 the DEPARTMENT’S Finance-Contracting Division
- iv. Compensation for Personal Expenses: The DEPARTMENT will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. Third-Party Reimbursement and Program Income: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to Department Of Workforce Services 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 Department Of Workforce Services.

28. **ADMINISTRATIVE EXPENDITURES:** If applicable, DEPARTMENT will reimburse GRANTEE for actual administrative or indirect costs (Category I) up to 10% of the total program and capital (Category III & II) costs as negotiated in the attached budget.

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 the DEPARTMENT. 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 the DEPARTMENT. 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 the DEPARTMENT. 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 the Department of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, the DEPARTMENT 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 the DEPARTMENT 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 the DEPARTMENT'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 the DEPARTMENT 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 DEPARTMENT 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:** The GRANTEE shall maintain adequate protection against liability as specified in this Grant.

Automobile Insurance: If the GRANTEE'S services involve transporting any clients or goods for the DEPARTMENT, 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 \$250,000. 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/sub-grantee has complied with the requirements of the "Insurance and Indemnification" section of this Agreement.

The GRANTEE shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Agreement may not exceed \$1,000.00, unless the GRANTEE obtains prior written approval of the deductible (and the corresponding policy) from DEPARTMENT.

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

33. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
34. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the **GRANTEE'S** audit, and accounted for in the **GRANTEE'S** financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to the **DEPARTMENT** through the Cost Reimbursement form.
35. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.
36. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to the **DEPARTMENT** through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.