



**WORKFORCE  
SERVICES**  
HOUSING & COMMUNITY  
DEVELOPMENT  
STATE COMMUNITY SERVICES OFFICE

FY 2025

# Emergency Food Assistance

RFGA



# Agenda

Introduction and Background

Eligibility Requirements

Application Overview

How to Apply

Question and Answer

Evaluation Score Sheet

Terms and Conditions

Q&A

# Introduction

Seeking qualified emergency food agencies and other nonprofits to which funding will be provided from two state-funded, competitive, emergency food programs:

- Emergency Food Network
- Qualified Emergency Food Agency Fund



# Emergency Food Network

- Grant program for non-profit 501 (c)(3) agencies and local government programs including emergency food pantries, food banks, prepared meal sites, and other organizations
- Primary mission is to meet the emergency food needs of low-income Utahns
- Funds may be used by eligible entities for costs of providing emergency food services including operations, transportation, supplies, equipment, capacity building, technical assistance, advocacy, and staffing



# Qualified Emergency Food Agency Fund

- Grant program for qualified emergency food agencies in Utah

Eligible activities include:

- Warehousing food and food ingredients
- Distributing food and food ingredients to other agencies and organizations providing food and food ingredients to low-income persons
- Providing food and food ingredients directly to low-income persons



# Eligibility Requirements

## Emergency Food Network (EFN)

Must be a 501 (c)(3) nonprofit organization or local government program operating an emergency food program.

Eligible organizations include:

- emergency food pantries
- food banks
- prepared meal sites
- other organizations whose primary mission is to meet the emergency food needs of low-income Utahns.



# Eligibility Requirements

## Qualified Emergency Food Agency Fund (QEFAF)

- Must be a 501 (c)(3) nonprofit organization, association of governments, or municipality currently operating a food pantry
- Must have a current charitable solicitations permit, if not exempt
- Must operate programs with the primary purpose of:
  - Warehousing food or food ingredients
  - Distributing food or food ingredients to other agencies and organizations providing food or food ingredients to low-income persons, or
  - Providing food or food ingredients directly to low-income persons
- Must collect & maintain required records of tax-deductible donations



# Grant Applications

- One Application per Organization
- Maximum Award of \$150,000.00 per Application
- Applicants must be in good standing with DWS to be eligible for an award





# Key Application Dates

<https://jobs.utah.gov/department/rfg/index.html>

Submit Questions by:

**April 11<sup>th</sup> by 5:00 PM**

Application Deadline:

**April 19<sup>th</sup> by 11:59 PM**

**Must be submitted through WebGrants**

<https://webgrants.utah.gov/index.do>



# Accessing the EFA RFGA

<https://jobs.utah.gov/department/rfg/index.html>



[Home](#) [About](#) [Divisions](#) [Partners](#) [Sign in](#)

[Job Seekers](#) [Employers](#) [Assistance](#) [Economic Data](#) [Q](#)

## Emergency Food Assistance

Announcement	<a href="#">Eligibility Requirements</a>	<a href="#">Application</a>	<a href="#">Addendum</a>	<a href="#">Questions &amp; Answers</a>
Grant Title:	Emergency Food Assistance			
Solicitation Number:	25-DWS-S002			
Funding Source:	Emergency Food Network and Qualified Emergency Food Agency Fund			
Application Deadline:	April 19, 2024, 11:59 PM MDT. Proposals must be received no later than 11:59 PM. Proposals received after 11:59 PM will not be accepted. Applications must be submitted through the WebGrants 3 system at <a href="https://webgrants.utah.gov/index.do">https://webgrants.utah.gov/index.do</a>			
Anticipated Start Date:	July 1, 2024			
Anticipated End Date:	June 30, 2025			
Pre-Proposal Meeting (online only):	April 4, 2024, 12 p.m. MDT, <a href="https://meet.google.com/yys-zbix-ypz">https://meet.google.com/yys-zbix-ypz</a>			
Contact Information:	<ul style="list-style-type: none"><li>EFA Program Specialist: Caitlin Rangel, <a href="mailto:caitlinrangel@utah.gov">caitlinrangel@utah.gov</a>, 801-526-9925</li><li>EFA Program Specialist: Susan Petersen, <a href="mailto:susanpetersen@utah.gov">susanpetersen@utah.gov</a>, 385-522-5659</li><li>Contract Analyst: April Gardner, <a href="mailto:acgardner@utah.gov">acgardner@utah.gov</a>, 801-526-9345</li><li>EFA Program Manager: Karen Quackenbush, <a href="mailto:kquackenbush@utah.gov">kquackenbush@utah.gov</a>, 801-526-9922</li><li>For issues using the WebGrants system, direct questions to <a href="mailto:webgrantshelp@utah.gov">webgrantshelp@utah.gov</a> and cc Caitlin Rangel, <a href="mailto:caitlinrangel@utah.gov">caitlinrangel@utah.gov</a></li></ul>			

### Purpose

The Emergency Food Network (EFN) is a grant program for non-profit 501(c)(3) agencies and local government programs including emergency food pantries, food banks, prepared meal sites, and others whose primary mission is to meet the emergency food needs of low-income Utahns. EFN funds are distributed statewide through the State of Utah, Department of Workforce Services, Housing and Community Development Division, State Community Services Office (SCSO) to eligible entities. EFN funds may be used by





# Attachments

- Attachment A Terms & Conditions
- Attachment B Scope of Work
- Attachment C Example Grant Application
- Attachment D Budget Instructions
- Attachment E Evaluation Scoresheet



**Attachment B**  
**SCOPE OF WORK**  
Emergency Food Assistance  
Name of Grantee

**I. Purpose/Background**

- A. The Emergency Food Assistance (EFA) Program is an emergency food program funded by two state funding sources: Emergency Food Network (EFN) and Qualified Emergency Food Agency Fund (QEFAF).
- B. Briefly describe the project and relationship to your program mission. Provide a clear statement of why the project was undertaken. Provide in more detail, any information that is important to understand in order to accomplish the project. The Purpose/Background should be concise.*
- C. For program eligibility: Define Low-Income and how agency determines eligibility.*

**II. Grantee Responsibilities**

- A. Program Services
  - 1. Grantee shall provide emergency food to low-income individuals and families in XX County.
- B. Eligibility Requirements and Determination Processes
  - 1. Determine eligibility as defined and described in Section I.
- C. Notice

The Grantee shall immediately notify the State if, during the course of this agreement, a change or reorganization should occur which affects the purposes or the ability of the parties to perform under the terms and conditions of this agreement. Changes or reorganizations which require notification to the State include, but are not limited to the following:

- 1. Material change in the amount or type of facilities, assistance, staff or faculty provided by Grantee to facilitate this agreement; or
- 2. Any other change or reorganization, which the Grantee reasonably expects, would be of interest or value to the State in the administration of this agreement.

**D. Safety and Liability**

- 1. Provide, distribute, or support emergency food services in a safe and fair manner in compliance with all applicable laws and codes.

**E. Licensing and Permits**

- 1. Maintain current required permits, licenses, and designations.

# Scope of Work

Review attached template  
scope of work before submitting



# Application Overview

## WebGrants Instructions

<https://webgrants.utah.gov/index.do>

- Log in to an **existing** account, or create a **new** account
- Any issues, please email [webgrantshelp@utah.gov](mailto:webgrantshelp@utah.gov) and CC Caitlin or Susan

**WebGrants 3**

System Compatibility

Log In

Log In

User ID:\* hcdtester5

Password:\* \*\*\*\*\*

Log In

[Forgot User Id?](#)

[Reset Password](#)

**WORKFORCE SERVICES**  
HOUSING & COMMUNITY DEVELOPMENT

New to Webgrants 3?  
[Register Here](#)

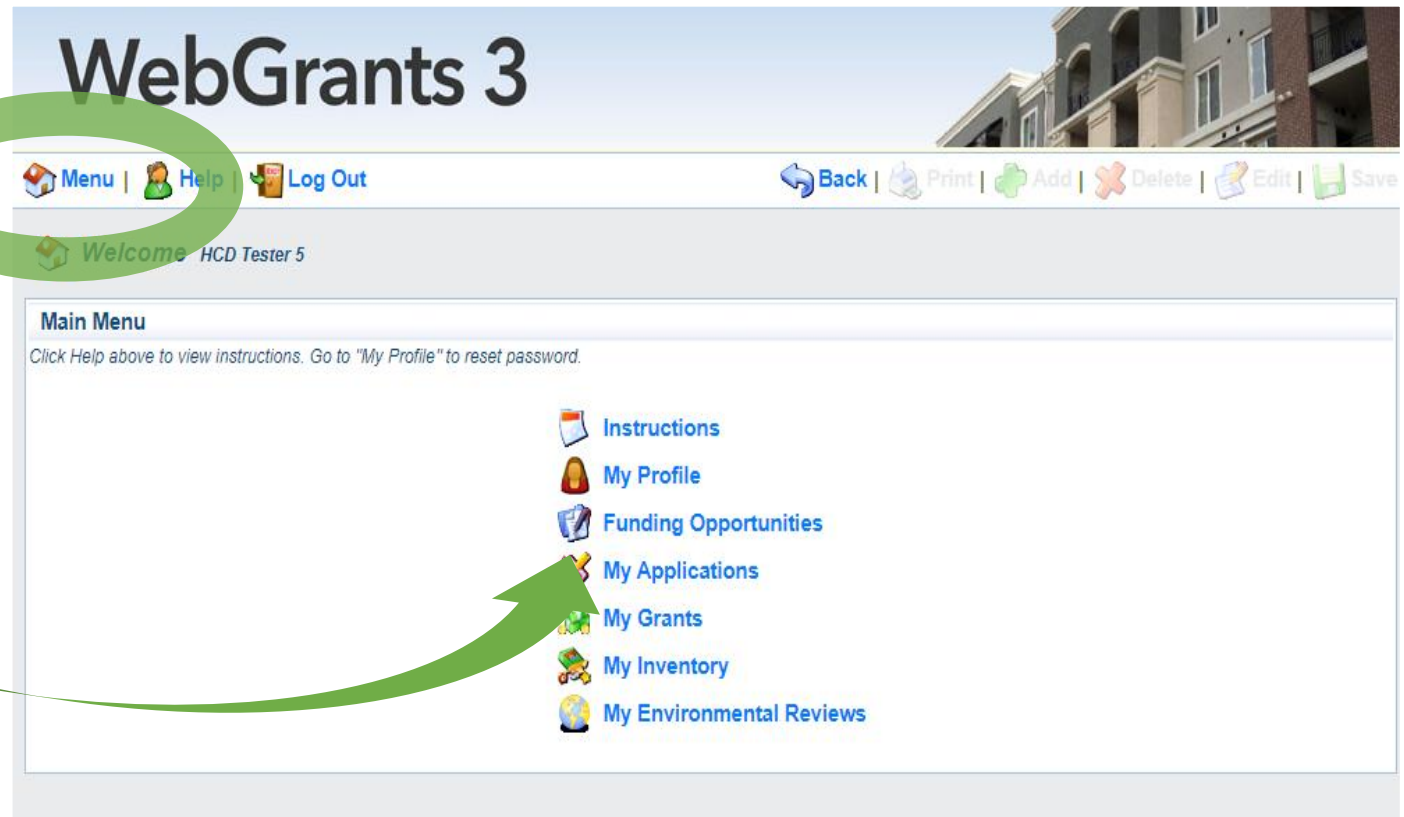
Announcements

For security reasons and your convenience, WebGrants will remind you to change your password at regular intervals. Please do so when prompted.

# Application Overview

## EFA Funding Opportunity

- Use the “Menu” button to navigate back to the WebGrants 3 homepage
- Select “Funding Opportunities”



The screenshot shows the WebGrants 3 homepage. The title "WebGrants 3" is at the top. Below it is a navigation bar with "Menu", "Help", and "Log Out" buttons. A green oval highlights the "Menu" button. To the right of the navigation bar are icons for "Back", "Print", "Add", "Delete", "Edit", and "Save". Below the navigation bar is a "Welcome HCD Tester 5" message. The main content area is titled "Main Menu" and contains a list of links: "Instructions", "My Profile", "Funding Opportunities", "My Applications", "My Grants", "My Inventory", and "My Environmental Reviews". A green arrow points from the "Funding Opportunities" link in the list to the text "Select 'Funding Opportunities'" in the list on the left.



## Funding Opportunities

### Current Funding Opportunities

All currently posted opportunities appear below. The Application Deadline indicates the due date for the application submission. You will be unable to submit your application after this date.  
 Click on the title to open the Funding Opportunity summary.  
 Click on the column headers to sort list of Opportunities.

ID	Agency	Program Area	Opportunity Title	Pre-Application Deadline	Application Deadline
193816	Housing and Community Development	Community Development Block Grant	<a href="#">Recovery Housing Program</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
196072	Housing and Community Development	Community Development Block Grant	<a href="#">2023 Community Development Block Grant</a>	01/31/2023	05/31/2023
03048	State Community Services Office	Home Energy Assistance Target	<a href="#">TEST - Home Energy Assistance Target Program (HEAT)</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
06441	State Community Services Office	Home Energy Assistance Target	<a href="#">21 LIHEAP</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
195280	State Community Services Office	Home Energy Assistance Target	<a href="#">Budget Test HEAT</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03036	Housing and Community Development	Housing - Home Choice	<a href="#">Housing - Home Choice Program</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23839	Housing and Community Development	Housing - Other	<a href="#">2022 Veteran Affairs Pass Through</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03035	Housing and Community Development	Housing - Rural Self-Help	<a href="#">Housing - Rural Self-Help Program</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03128	Homelessness Programs Office	Housing Opportunities for Persons with AIDS	<a href="#">HOPWA Projects FY21</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23838	Housing and Community Development	Housing-State Individual Development Accounts	<a href="#">2022 IDA</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02877	Housing and Community Development	Housing-State Individual Development Accounts	<a href="#">Housing - State Individual Development Accounts (IDA)</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23906	Housing and Community Development	Multi-Family Housing	<a href="#">2022 HPF</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02773	Housing and Community Development	Multi-Family Housing	<a href="#">Housing - Multi-Family Housing</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
197145	State Community Services Office	SCSO - EFA	<a href="#">FY25 Emergency Food Assistance (EFA)</a>	Pre-Application Deadline not Applicable	4/19/2024

- Select the Opportunity Title “FY25 Emergency Food Assistance (EFA)”
- If at any point during the application process you need to return to the previous page, use the “Back” function at the top tool bar





# Starting the Application

- The Opportunity Details page will walk you through the grant basics
- You will be able to see your current application here once it is created with the corresponding application status
- Once you have selected the correct funding opportunity and read the details page, select “Start a New Application”

Menu | Help | Log Out      Back | Print | Add | Delete | Edit | Save

### Funding Opportunities

#### Current Applications

Any previously created applications, for this opportunity, appear below. To start a new application for this opportunity, Click the Start a New Application link or to copy data from an old application, click on the Copy Existing Application link.

ID	Application Title	Status
197298	FY24 SCSO EFA	Submitted
197311	FY24 SCSO EFA2	Submitted
197333	test test	Editing
197334	FY24 SCSO Pantry EFA	Editing

[Copy Existing Application](#) | [Start a New Application](#)

#### Opportunity Details

##### 197145-FY25 Emergency Food Assistance (EFA)

**SCSO - EFA**  
**Application Deadline:** 4/19/2024 11:59 PM

<b>Award Amount Range:</b>	Not Applicable	<b>Program Officer:</b>	Caitlin Rangel
<b>Project Start Date:</b>	7/1/2024	<b>Phone:</b>	801-468-0015 x
<b>Project End Date:</b>	6/30/2025	<b>Email:</b>	<a href="mailto:caitlinrangel@utah.gov">caitlinrangel@utah.gov</a>
<b>Award Announcement Date:</b>			

Maximum Status Report Approval Levels



# Opportunity Details

- General Instructions for filling out the application
- For more information about the funding sources, click the links to take you to SCSO's site for EFA

## Description

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### Description

#### Overview

The Emergency Food Assistance (EFA) Program supports emergency food agencies, including nonprofits and associations of government, with the costs of providing emergency food services including operations, transportation, supplies, equipment capacity building, technical assistance, advocacy, and staffing. The program is funded by 2 state funds: Emergency Food Network (EFN) and Qualified Emergency Food Agency Fund (QEFAF).

#### Emergency Food Network

The Emergency Food Network (EFN) is a grant program for non-profit 501(c)(3) agencies and local government programs including emergency food pantries, food banks, prepared meal sites, and others whose primary mission is to meet the emergency food needs of low-income Utahns. EFN funds are distributed statewide through the State of Utah, Department of Workforce Services, Housing and Community Development Division, State Community Services Office (SCSO) to eligible entities. EFN funds may be used by eligible entities for costs of providing emergency food services including operations, transportation, supplies, equipment capacity building, technical assistance, advocacy, and staffing.

#### EFN Eligibility Requirements

In order to be considered eligible for this grant, an organization shall meet the following requirements:

1. Applicant must be a 501(c)(3) nonprofit organization or local government program operating an emergency food program. Eligible organizations include:
  1. emergency food pantries,
  2. food banks,
  3. prepared meal sites,
  4. and other organizations whose primary mission is to meet the emergency food needs of low-income Utahns.

#### Qualified Emergency Food Agency Fund

The Qualified Emergency Food Agency Fund (QEFAF) is also a state-funded competitive grant available to qualified emergency food agencies in Utah. The application to be a qualified emergency food agency is included within the grant application. Eligible activities under the QEFAF grant include activities related to: warehousing food and food ingredients, distributing food and food ingredients to other agencies and organizations providing food and food ingredients to low-income persons, and providing food and food ingredients directly to low-income persons.

#### QEFAF Eligibility Requirements

In order to be considered eligible for this grant, an organization shall meet the following requirements:

1. Applicant must be a 501(c)(3) nonprofit organization, association of governments, or municipality currently operating a food pantry.
2. Applicant must have a current charitable solicitations permit, if not exempt.
3. Applicant must operate programs with the primary purpose of:
  1. Warehousing food or food ingredients;
  2. Distributing food or food ingredients to other agencies and organizations providing food or food ingredients to low income persons;
  3. or Providing food or food ingredients directly to low-income persons.
4. Applicant must collect and maintain required records of tax-deductible donations.

## Attachments

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Click on the File Name to open attachment

Description	File Name	File Size
FY24 EFA WebGrants Application Instructions	<a href="#">FY24EmergencyFoodAgencyFOInstructions.doc</a>	46 KB

## Website Links

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Click on the URL to go to website

URL	Description
<a href="https://jobs.utah.gov/housing/scso/efn/">https://jobs.utah.gov/housing/scso/efn/</a>	Emergency Food Network





### Instructions

This page must be completed and saved before proceeding with the rest of the application process.

### General Information

Primary Contact:\* HCD Tester 1

Project Title:  
(limited to 250 characters)\*  
FY25 EFA ORGANIZATION NAME/ACRONYM

Authorized Official:\* HCD Tester 1

Organization:\* Webgrants Testing Station

[Return to Top](#)

### Application

Application: 197444 - FY24 EFA State Community Services Office

Program Area: SCSO - EFA

Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)

Application Deadline: 04/21/2023 11:59 PM

### Instructions

This page must be completed and saved before proceeding with the rest of the application process.

### General Information

System ID: 197444

Project Title: FY24 EFA State Community Services Office

[Go to Application Forms](#)

# General Information

- For uniformity, enter your Project Title as “FY25 EFA (YOUR AGENCY NAME/ ACRONYM)”
- Once completed, click Save
- Option to edit response or select “Go to Application Forms” to continue with the application

# Navigating Your Application

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

**Application**

**Application: 197444 - FY24 EFA State Community Services Office**

Program Area: SCSO - EFA

Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)

Application Deadline: 04/21/2023 11:59 PM

**Instructions**

The required application forms appear below. Please note: Clicking "Mark as Complete" does not submit the application component or prevent further editing. The check mark beside the form is only an indicator that the form has been completed. All application components must be marked as complete in order to submit. To submit the application click the Submit button.

**Application Forms** [Application Details](#) | [Submit](#) | [Withdraw](#)

Form Name	Complete?	Last Edited
<a href="#">General Information</a>		
<a href="#">FY24 EFA Application Form</a>	✓	03/15/2023
<a href="#">SCSO Budget</a>		

- Selecting “Go to Application Forms” takes you to application home
- Check marks for which sections have been completed
- Select the next section to complete



# Accurate Contact Information

- Fully complete the “Applicant Information” section of the application
- Essential DWS has correct contact information for contract support, invoicing, and monitoring

The screenshot shows a web application interface with a top navigation bar containing 'Menu', 'Help', and 'Log Out'. Below this is a toolbar with 'Back', 'Print', 'Add', 'Delete', 'Edit', and 'Save' icons. The main content area is titled 'Application' and displays the following information:

- Application: 197444 - FY24 EFA State Community Services Office
- Program Area: SCSO - EFA
- Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)
- Application Deadline: 04/21/2023 11:59 PM

The 'Applicant Information' section contains the following fields:

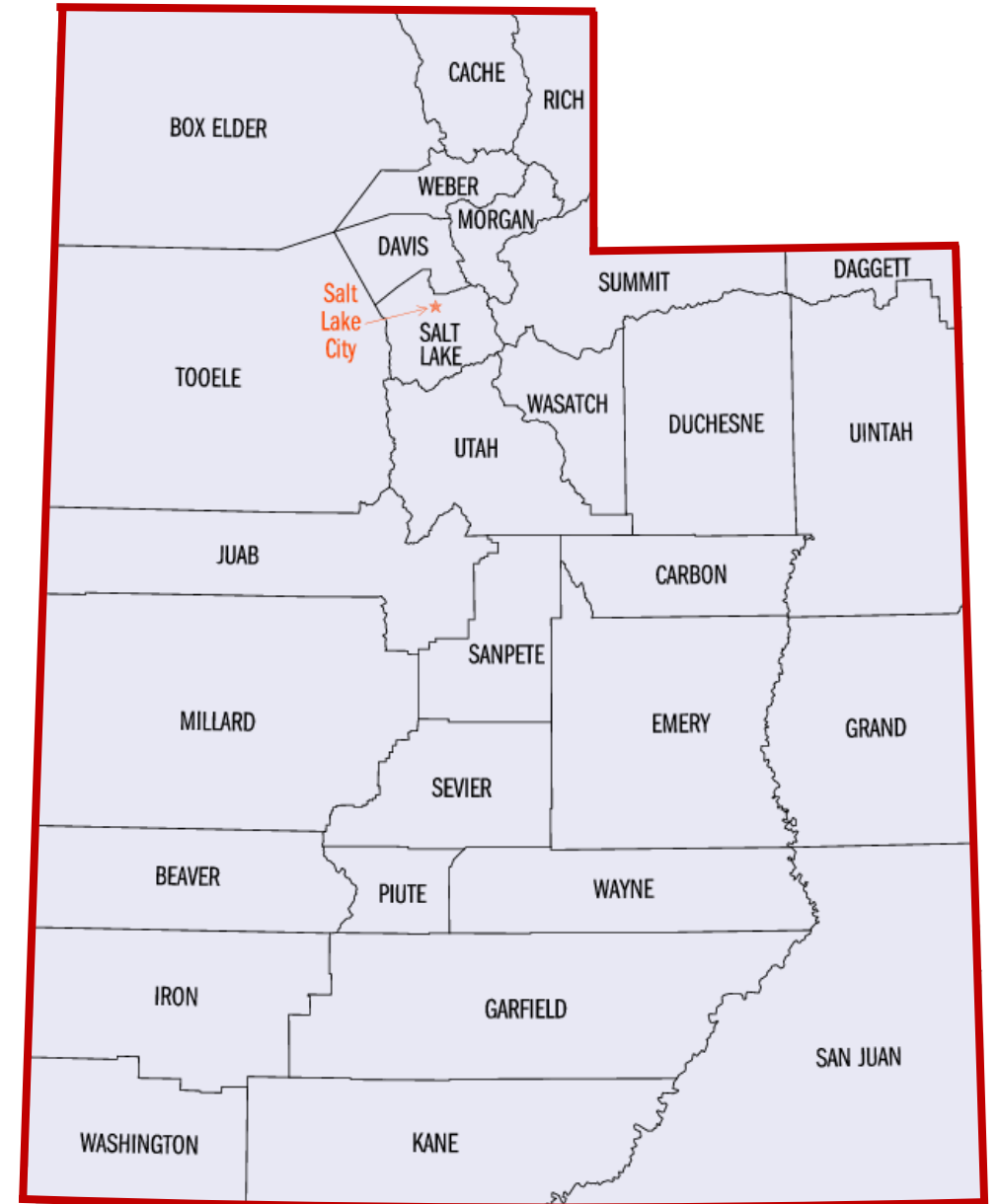
- Agency Name\* (text input)
- Physical Address\* (text input)
- City/State/Zip Code\* (text input, dropdown menu for State with options 'Utah' and 'Alabama', and text input for Zip)
- Mailing Address (if different): (text input)
- City/State/Zip Code (text input, dropdown menu for State with options 'Utah' and 'Alabama', and text input for Zip)
- Primary Contact/Phone/Email\* (text input, dropdown menu for Primary Contact, text input for Phone, and text input for Email)
- Financial Contact\* (text input, dropdown menu for Financial Contact Name, text input for Phone, and text input for Email)

A green oval highlights the 'Primary Contact/Phone/Email\*' and 'Financial Contact\*' sections.



# Organizational Information

- Identify the county(ies) served by your agency
- If your agency serves multiple counties (including fixed sites or mobile outreach), identify all counties served in the application



# Application Highlights

- Fill out each question completely and accurately
- Do not report totals for households/individuals at the organization level. Only report totals previously served and projected to be served using EFA funds.
- Utah legislature requires unduplicated household counts
- Each applicant defines low-income criteria, and determination process
- Set realistic outcomes
- Attach all necessary documentation



# Proposal Information

## Narrative Questions

1. In 1-2 paragraphs, please introduce us to your agency focusing on:
  - a. Overview of services
  - b. The demographics of the clients your agency serves
  - c. Whether the emergency food services your agency provides are duplicated within the community
  - d. Any geographic characteristics (including hardships) that may affect service and accessibility





# Proposal Information

## Narrative Questions

2. How do these funds help improve the health and safety outcomes of the clients served by your agency?
3. How do these funds improve access to emergency food resources?
4. What will this funding be used for? Be specific including positions and number of FTEs when discussing salaries/benefits and specific operational costs or specific projects that build capacity. If this is an infrastructure improvement project, explain the improvement needed and why it is essential to service.



# Proposal Information

## Narrative Questions

5. How many unduplicated individuals/households does your agency plan to serve in the coming year with this funding? If your agency received EFA funding in the prior year, how many unduplicated individuals/ households did your agency serve with EFA funding?
6. Describe how your agency tracks clients and ensures unduplicated numbers for reporting.
7. What outcomes will this grant fund? What specific, measurable targets will indicate the agency has met these outcomes?



# Proposal Information

## Definition

### ***Unduplicated Count***

- Each person/household served is only counted ONE time, regardless of the number of services provided during the grant
- Specific to funding source: Counts are determined proportionally and are specific to EFA funding
- Counts do not include the agency totals or counts not related to emergency food



# Proposal Information

## Narrative Questions

8. What percentage of your pantry/food bank/advocacy organization's budget would be funded by this grant application? If your agency does not receive this funding, what is your agency's plan to continue operations?
9. These funds were established by the Utah Legislature to serve low-income Utahns. How does your agency define and determine low-income eligibility? Describe your agency's intake process.



# Attachments and Application Checklist

## Attachments

Non-profits only: Attach proof of 501c3  No file chosen

Non-profits only: Attach proof of current charitable solicitation permit  No file chosen

Attach most recent audit, financial review, or 990\*  No file chosen

Proof of registration as an entity with Office of Lt. Governor?\*  No file chosen

List of board of trustees\*  No file chosen

Proof of Insurance  No file chosen

Appendix I – State Funding Received By Agency\*  No file chosen

Indirect Cost Rate Letter or Cost Allocation Plan (if applicable)  No file chosen

## SUBMISSION CHECKLISTS

### Pre-Application Checklist

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Employer Identification Number (EIN)   |
| <input type="checkbox"/> | Register in <a href="#">WebGrants</a> , if the applicant has not previously used the system. |

### Application Checklist

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Complete all sections of the funding opportunity in <a href="#">WebGrants</a> : General Information, Application Questionnaire, Attachments, Budget |
| <input type="checkbox"/> | Complete and attach Appendix I – State Funding Received by Agency   |
| <input type="checkbox"/> | Attach proof of 501(c)(3) status, if applicable   |
| <input type="checkbox"/> | Attach current charitable solicitations permit, for non-profit organizations  |
| <input type="checkbox"/> | Attach most recent audit, financial review, or 990  |
| <input type="checkbox"/> | Attach proof of registration as an entity with the Office of the Lt. Governor, if applicable  |
| <input type="checkbox"/> | Attach list of Board of Trustees  |
| <input type="checkbox"/> | Attach Proof of Liability Insurance – not required for Government Entities  |
| <input type="checkbox"/> | Attach Indirect Cost Rate Letter or Cost Allocation Plan – if applicable  |



# Completing Sections

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

## Application

**Application: 197444 - FY24 EFA State Community Services Office**

Program Area: SCSO - EFA  
Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)  
Application Deadline: 04/21/2023 11:59 PM

### Applicant Information

**Agency Name:**\* SCSO Pantry

**Physical Address:**\* 1234 S 4321 W

**City/State/Zip Code:**\* SLC 84107  
City State Zip

**Mailing Address (if different):** 1234 S 4321 W

**City/State/Zip Code:** SLC 84107  
City State Zip

**Primary Contact/Phone/Email:**\* Caitlin Rangel 801-111-1111 test@test.com  
Primary Contact Phone Email

**Financial Contact:**\* Silas Rangel 801-111-1111 test@test.com  
Financial Contact Name Phone Email

[Mark as Complete](#) | [Go to Application Forms](#)

- After checking for accuracy and saving, mark each section as complete
- You can also save, and select “Go to application Forms” if still in progress



Application

Application: 197444 - FY24 EFA State Community Services Office

Program Area: SCSO - EFA

Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)

Application Deadline: 04/21/2023 11:59 PM

Instructions

The required application forms appear below. Please note: Clicking "Mark as Complete" does not submit the application component or prevent further editing. The check mark beside the form is only an indicator that the form has been completed. All application components must be marked as complete in order to submit. To submit the application click the Submit button.

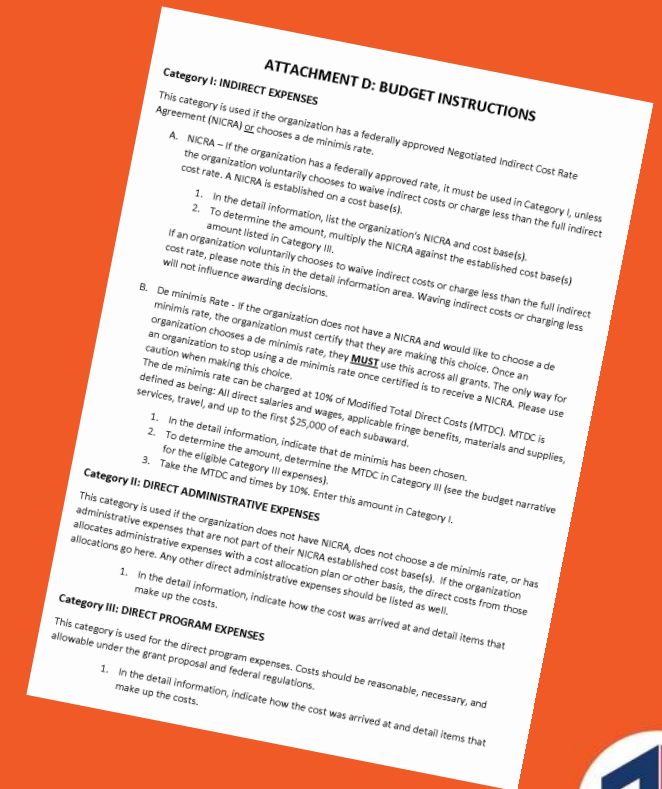
Application Forms

Application Details | Submit | Withdraw

Form Name	Complete?	Last Edited
General Information	✓	03/15/2023
FY24 EFA Application Form	✓	03/15/2023
SCSO Budget		

- Select the SCSO Budget application form to begin entering your budget information
- Read expense category descriptions

# Budget



# Entering Budget Details

- “Edit” to begin entering budget descriptions
- Under each category, enter itemized details under “Justification”
- Don’t forget to save when completed
- Unless you have a federally negotiated cost rate use de minimis, leave Category I blank

Menu | Help | Log Out | Back | Print | Add | Delete | **Edit** | Save

**Application** 4/19/2024 11:59 PM

Application: 197444 - FY25 EFA State Community Services Office

Program Area: SCSO - EFA

Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)

Application Deadline: 4/19/2024 11:59 PM

**Category I - Indirect Expenses** [Mark as Complete](#) | [Go to Application Forms](#)

a) NICRA - if the organization has a federally-approved Negotiated Indirect Cost Rate Agreement (NICRA), the NICRA **must** be used in Category I unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct-charged can be listed in Category II.

b) De Minimis - If the organization **does not** have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award. No expenses should be entered into Category II if choosing the de minimis rate.

The indirect cost amount cannot exceed the entity's federally-approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III expenses. Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.

Category	NICRA Rate and Base(s) - OR - De Minimis	Grant Funds Requested
Indirect Costs		\$0.00





# Category II – Indirect Costs

## Category II - Direct Administrative Expenses

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

*Please refer to these examples of expense types:*

**Communications:** Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage.

**Equipment:** Computers, laptops, printers, furniture.

**Materials and Supplies:** Consumable goods.

**Professional Fees & Contract Services:** Consultants, security.

**Space Costs:** Rent, lease

Expense Type	Description	Grant Funds Requested
Fringe Benefits	Executive Director	\$1,346.00
Salaries and Wages	Executive Director	\$2,570.00
		<b>\$3,916.00</b>

## Category II - Justification

Please provide an explanation of the above listed costs including specific positions, number of FTEs funded, and specific explanation and cost breakdown of miscellaneous, if listed.

### Itemized Details

Executive Director administration of Pantry program & operations.]

- Category II is for Indirect Expenses, not directly related to program costs
- Entered justification provides context for requested amounts



# Category III – Direct Program Expenses

- Category III is for anything that is directly related to DIRECT program expenses

Category III - Direct Program Expenses			<a href="#">Add</a>
<i>Please refer to these examples of expense types:</i>			
<b>Communications:</b> Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage.			
<b>Equipment:</b> Computers, laptops, printers, furniture.			
<b>Materials and Supplies:</b> Consumable goods.			
<b>Professional Fees &amp; Contract Services:</b> Consultants, security.			
<b>Space Costs:</b> Rent, lease.			
Expense Type	Description	Grant Funds Requested	
Utilities	RMP, DOM		\$7,690.00
			<b>\$7,690.00</b>
Category III - Justification			
<i>Please provide explanation of the above listed costs including specific positions, number of FTEs funded, and specific explanation and cost breakdown of miscellaneous, if listed.</i>			
<b>Itemized details:*</b>			



# Adding Line Items

- To add a new budget line item under a Category select “Add”
- Choose Expense Type, enter Description and Grant Funds Requested
- Save
- Add all the individual line items for each Category requesting funds

**Category III - Direct Program Expenses** [Add](#)

Please refer to these examples of expense types:

**Communications:** Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage.

**Equipment:** Computers, laptops, printers, furniture.

**Materials and Supplies:** Consumable goods.

**Professional Fees & Contract Services:** Consultants, security.

**Space Costs:** Rent, lease.

Expense Type	Description	Grant Funds Requested
Utilities	RMP, DOM	\$7,690.00
		\$7,690.00

**Category III - Justification**

Please provide explanation of the above listed costs including specific positions, number of FTEs funded, and specific explanation and cost breakdown of miscellaneous, if listed.

**Itemized details:\***

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**Application**

**Application:** 197444 - FY24 EFA State Community Services Office

**Program Area:** SCSO - EFA

**Funding Opportunities:** 197145 - FY24 Emergency Food Assistance (EFA)

**Application Deadline:** 04/21/2023 11:59 PM

**Category III - Direct Program Expenses**

Please refer to these examples of expense types:

**Communications:** Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage.

**Equipment:** Computers, laptops, printers, furniture.

**Materials and Supplies:** Consumable goods.

**Professional Fees & Contract Services:** Consultants, security.

**Space Costs:** Rent, lease.

**Expense Type\***

**Description\***

**Grant Funds Requested\***

# Finalizing Budget Section

- Categories I, II, and III will be totaled at the bottom of the budget page
- Checking for accuracy and save, then mark the budget section as complete
- You can also save, and select “Go to application Forms” if budget details are still in progress

## Total Category I, Category II, and Category III Expenses

*Category III expenses that can be used when calculating the MTDC are Salaries and Wages, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Sub-awards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.*

Category I - Indirect Costs	\$0.00
Category II - Direct Administrative Expenses	\$3,916.00
Category III - Program Expenses	\$12,280.00
Grand Total	\$16,196.00

## Application

Application: 197444 - FY24 EFA State Community Services Office

Program Area: SCSO - EFA

Funding Opportunities: 197145 - FY24 Emergency Food Assistance (EFA)

Application Deadline: 04/21/2023 11:59 PM

### Instructions

The required application forms appear below. Please note: Clicking "Mark as Complete" does not submit the application component or prevent further editing. The check mark beside the form is only an indicator that the form has been completed. All application components must be marked as complete in order to submit. To submit the application click the Submit button.

### Application Forms

[Application Details](#) | [Submit](#) | [Withdraw](#)

Form Name	Complete?	Last Edited
General Information	✓	03/15/2023
FY24 EFA Application Form	✓	03/15/2023
SCSO Budget	✓	03/15/2023

# WebGrants 3

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### Funding Opportunities

#### Application Submitted Confirmation

You have successfully submitted your FY24 EFA State Community Services Office Application with Application ID: 197444.

# Submitting the Application

- Once all sections are marked as completed, review the full application by selecting "Application Details"
- Submit your application



# Question and Answer

Thursday  
**April 11**  
5:00 p.m.

[Link to Submit Questions](#)

[Posted Answers](#)



## EMERGENCY FOOD ASSISTANCE

### ASK A QUESTION

#### Ask a Question

Emergency Food Assistance RFGA

Please ask only one question per submission. There is no limit to the number of questions you submit. Questions will be posted anonymously on the live Q&A along with the answers.

acgardner@utah.gov [Switch account](#)

\* Indicates required question

Email \*

Your email

Organization Name

Your answer

Question

Your answer

EFA Q&A



## EMERGENCY FOOD ASSISTANCE

### QUESTIONS & ANSWERS

Last update: 16 January 2024

- [1. Is the Pre-Proposal Meeting mandatory or Optional to attend?](#)
- [2. How do I attend the Pre-Proposal Meeting?](#)
- [3. Is this a competitive grant process?](#)
- [4. I need accomodations or translation services in accessing this grant opportunity. How do I get support?](#)







# Evaluation and Award

- Administrative and Evaluation Committee Review following application deadline
  - Maximum of 200 points for new applicants
  - Additional 60 points possible for returning grantees based on prior year performance
- Applications scoring below 50% of total possible points may not be considered
- Anticipated Award Notices May 2024





# Following Grant Awards

Awarded Organizations will:

- Negotiate budgets, as needed
- Provide proof of insurance that meets T&C requirements, if applicable
- Attend grant orientation explaining grant expectations
- Review and sign grant agreements





# 3 Conflict of Interest

- a. GRANTEE certifies, through the execution of the Agreement, that none of its owners, directors, officers, or employees are employees of DWS, or the State of Utah. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
- b. GRANTEE will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
- c. GRANTEE certifies, through the execution of the Agreement that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- d. GRANTEE shall not use Grant funds to make any payments to an organization which has in common with GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; or b) directors, officers or others with authority to establish policies and make decisions for the organization.

## ATTACHMENT A Department of Workforce Services (DWS) Grant Terms and Conditions

### 1. DEFINITIONS:

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. **"Goods and Services"** means goods including, but not limited to, any deliverables, supplies, equipment, or commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. **"GRANTEE"** means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners, as well as sub-recipients and loan recipients.
- f. **"Proposal"** means Grantee's response to DWS's Solicitation.
- g. **"Solicitation"** means the documents and process used by the State Entity to obtain Grantee's Proposal.
- h. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected, appointed officers, employees, agents, and authorized volunteers.
- i. **"Subcontractor/Subgrantee"** 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 Agreement. 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 Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- j. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.

### 2. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any dispute arising out of or in connection with this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake County, in the Third Judicial District Court for Salt Lake County.

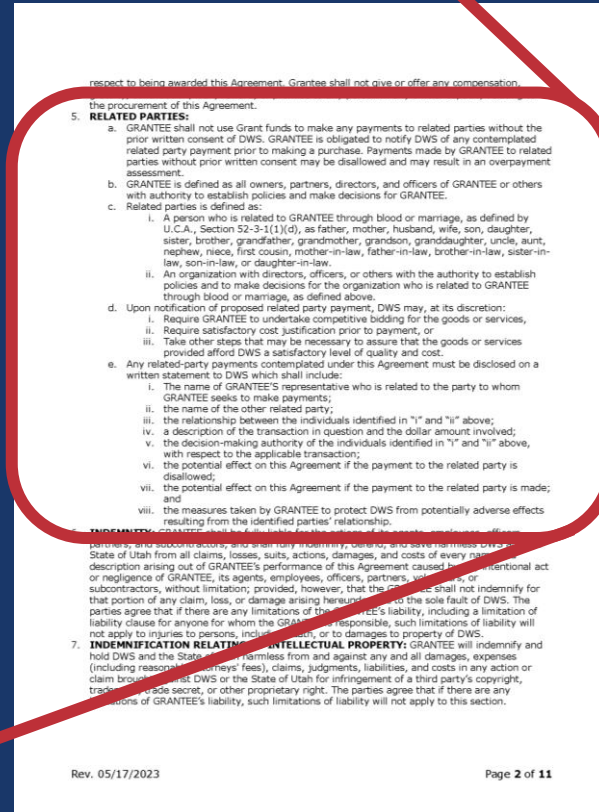
### 3. CONFLICT OF INTEREST:

- a. GRANTEE certifies, through the execution of the Agreement, that none of its owners, directors, officers, or employees are employees of DWS, or the State of Utah. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
- b. GRANTEE will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
- c. GRANTEE certifies, through the execution of the Agreement that none of its owners, directors, officers, or employees working under this Agreement, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- d. GRANTEE shall not use Grant funds to make any payments to an organization which has in common with GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; or b) directors, officers or others with authority to establish policies and make decisions for the organization.

**PROCUREMENT ETHICS:** Grantee certifies that it has not offered or given any gift or consideration prohibited by the laws, Executive Orders, or policies of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with

# 5 Related Parties

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
  - i. A person who is 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, grandfather, grandmother, grandson, granddaughter, 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.
  - ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
  - i. Require GRANTEE to undertake competitive bidding for the goods or services,
  - ii. Require satisfactory cost justification prior to payment, or
  - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
  - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
  - ii. the name of the other related party;
  - iii. the relationship between the individuals identified in "i" and "ii" above;
  - iv. a description of the transaction in question and the dollar amount involved;
  - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;







# 6 Indemnity

GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE's performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, volunteers, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE's liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.

respect to being awarded this Agreement. Grantee shall not give or offer any compensation, gratuity, contribution, bonus, reward, or promise to any person in any official capacity relating to the procurement of this Agreement.

5. **RELATED PARTIES:**

a. GRANTEE shall not use grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.

b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.

c. Related parties is defined as:

- A person who is 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, grandfather, grandmother, grandson, granddaughter, 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 with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.

d. Upon notification of proposed related party payment, DWS may, at its discretion:

- Require GRANTEE to undertake competitive bidding for the goods or services;
- Require satisfactory cost justification prior to payment;
- Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost;

e. Any related party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:

- The name of GRANTEE's representative who is related to the party to whom GRANTEE seeks to make payments;
- The name of the other related party;
- The relationship between the individuals identified in "i" and "ii" above;
- A description of the transaction in question and the dollar amount involved;
- The decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
- The potential effect on this Agreement if the payment to the related party is disallowed;
- The potential effect on this Agreement if the payment to the related party is made; and

resulting from the identified parties' relationship.

6. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE's performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, volunteers, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE's liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.

7. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and

(including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE's liability, such limitations of liability will not apply to this section.

# 14 Grantee Assignment and Subgrantees/Subcontractors

- a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement 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. If GRANTEE enters into subcontracts the following provisions apply:
- i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement 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 Agreement, 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).

8. **OWNERSHIP IN INTELLECTUAL PROPERTY:**
- a. DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned, created, or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- b. GRANTEE warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. GRANTEE will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any civil suit brought against the State for infringement.
9. **STANDARD OF CARE:** GRANTEE and subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. GRANTEE is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, except as listed elsewhere in this Agreement.
11. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement, except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
12. **HUMAN SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research (as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research).
13. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract.
- Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.
14. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
- a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement 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. If GRANTEE enters into subcontracts the following provisions apply:
- i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement 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 Agreement, 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).
15. **INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work of this Agreement, shall be deemed to be independent contractors of the State of Utah. Persons employed by or through the GRANTEE shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

# 16 Monitoring

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), 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 GRANTEE and DWS.
- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
- PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
  - REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), 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 GRANTEE and DWS.
- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
- PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
  - REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

## 16. MONITORING:

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), 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 GRANTEE and DWS.
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- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
- PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
  - REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. BREACH OF AGREEMENT: (i) GRANTEE'S non-performance of its contractual requirements and obligations under this Agreement; or (ii) GRANTEE'S material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition, DWS will give GRANTEE only one opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend GRANTEE from receiving future grants or contracts; (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.

## 18. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages.
- 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, or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given to the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days' written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.



# 18 Agreement Termination

**a. Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.

**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, or mismanagement as determined by DWS.

**c. No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given to the other party.

**d. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days' written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **MONITORING:**
- DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
  - If it is discovered that GRANTEE is in default (not in compliance with the Agreement), 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 GRANTEE and DWS.
  - GRANTEE understands that DWS may conduct customer satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
  - EVALUATIONS:** DWS may conduct reviews, including but not limited to:
    - PERFORMANCE EVALUATION:** A performance evaluation of Granatee's and Subcontractors' work.
    - REVIEW:** DWS may perform plan checks, plan reviews, peer reviews, and comment upon the Services of Granatee. Such reviews do not waive the requirement of Granatee to meet all of the terms and conditions of this Agreement.
17. **DEFAULT:** Any of the following events will constitute cause for DWS to declare GRANTEE in default of this Agreement (i) GRANTEE'S non-performance of its contractual requirements and obligations under this Agreement; or (ii) GRANTEE'S material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition, DWS will give GRANTEE only one opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided by law; (ii) suspend or terminate any grants or contracts from DWS or the State of Utah; or (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.
18. **AGREEMENT TERMINATION:**
- Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate GRANTEE'S liability for damages.
  - 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, or mismanagement as determined by DWS.
  - No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given to the other party.
  - Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days' written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
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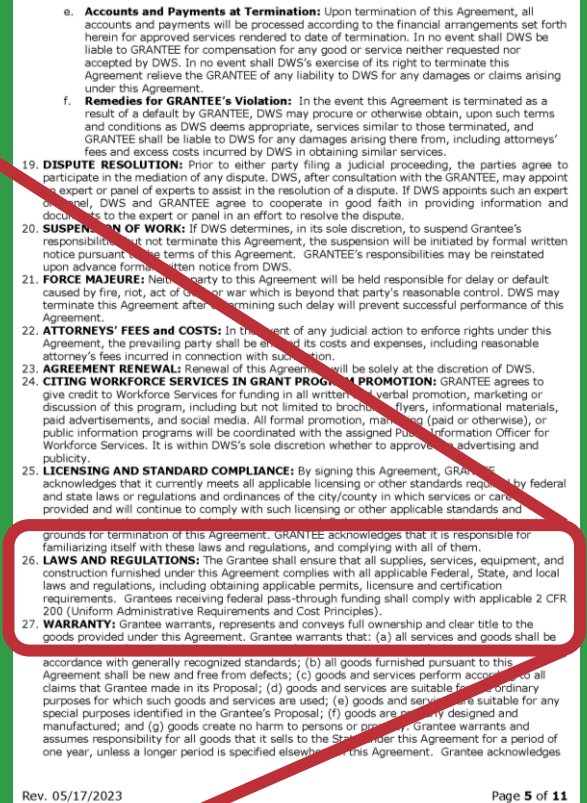
# Agreement Termination

## Continued

- e. **Accounts and Payments at Termination:** 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. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
- f. **Remedies for GRANTEE's Violation:** 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.



The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).



# 26 Laws and Regulations



# 30 Compliance with Generally Applicable State and Federal Laws

that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.

29. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, 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 1.80 which implements Executive Orders 12549 and 12689 for further clarification. The Grantee shall notify DWS in writing if debarred, suspended, proposed for debarment, debarred, ineligible, or otherwise excluded from participation in any contract by any governmental entity during the Agreement period.

## COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. 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.
- c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
  - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
  - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
  - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. 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.
- c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
  - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;



# Compliance with Generally Applicable State and Federal Laws

## Continued

- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
  - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. 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 grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.

ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.

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**WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) consent to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.

32. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

33. **CODE OF CONDUCT (attached if applicable):** GRANTEE agrees to follow and enforce Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

34. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. 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 grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.

35. **PROTECTION AND USE OF CLIENT RECORDS:** Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of confidential information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

36. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.

37. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under

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# 34 Grievance Procedure



# 36 Records Administration

GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.

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31. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standards; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.

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35. **PROTECTION AND USE OF CLIENT RECORDS:** GRANTEE shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. GRANTEE shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable.

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# 38 Required Insurance

GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.

- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
- b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.

38. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.

- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
- b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
- c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, 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 Agreement.
- d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
- e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.

**FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing. GRANTEE shall also comply with the State of Utah compliance Audit Guide (SCAG). Further information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).

**40. BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms applied by DWS. Billings and claims 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 of Agreement termination or payments 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 Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

**41. PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and essential to the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conforming a timely and



# Required Insurance Continued

- c. If GRANTEE employs doctors, dentists, social workers, mental health or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of 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 Agreement.
- d. Workers' compensation insurance for all employees and subcontractors. Workers' compensation insurance shall cover full liability under workers' compensation laws of the jurisdiction in which the services are performed.
- e. GRANTEE also agrees to maintain any other insurance policies as required by this Agreement.

GRANTEE shall add the State as an additional insured with notice to the State. GRANTEE shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than 30 days after the Agreement award. Failure to maintain required insurance or to provide insurance as required is a material breach of this Agreement and shall result in immediate termination.

**ACORD**  
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UP ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
 Insurance Company Name  
 Street Address  
 City, State, ZIP USA

**INSURED**  
 Grantee/Contractor Name  
 Street Address  
 City, State, ZIP USA

**CONTACT NAME:** Insurance Company Name  
**PHONE:** 1-XXX-XXX-XXXX  
**EMAIL ADDRESS:** certificate@insurancecompanyname.com  
**FAX:** 1-XXX-XXX-XXXX

**INSURER(S) AFFORDING COVERAGE**  
 INSURER A: Insurance Company Name  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:  
 INSURER F:

**CERTIFICATE NUMBER:** XXXXXXXXXX  
**REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occur) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 LIABILITY AND MEDICAL \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accid) \$ PROPERTY DAMAGE (Per accident) \$
A	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	Y					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER/EXCLUDED? (Mandatory in NH Pym. describe under)	Y/N	N/A	XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ AGGREGATE \$

**CERTIFICATE HOLDER**  
 State of Utah  
 Department of Workforce Services  
 PO Box 45288  
 140 E 300 S  
 Salt Lake City, UT, 84111

**CANCELLATION**  
 SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**  
*Authorized Signature*

ACORD 25 (2016/03)  
 The ACORD name and logo are the property of ACORD.

Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims 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 payments 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 Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

GRAMA, DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.

38. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEE shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.

a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.

b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if GRANTEE will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.

c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance (malpractice 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 Agreement.

d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover all liability under the workers' compensation laws of the jurisdiction in which the service is performed.

e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. GRANTEE shall add the State as an additional insured with notice of cancellation. GRANTEE shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.

39. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53-2-101, and any other applicable laws and regulations.

40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims 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 payments 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 Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).

specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in compliance and

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# 40 Billings and Payments



# 41 Payment Withholding

GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices 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 Agreement 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.

(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 Agreement.

d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the services are performed.

e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. GRANTEE shall add the State as an additional insured with notice of cancellation. GRANTEE shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.

39. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507, Utah Admin. Code Rule R123-5, the State of Utah Compliance Audit Guide (SCAG). Further information on financial reporting and audit requirements available at [auditor.utah.gov](http://auditor.utah.gov).

40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims 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 payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, or to make final billings not subject to audit after the date may be denied.

by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

41. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices 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 Agreement 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.

42. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or after the term of the Agreement, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or 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.

43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must be immediately returned to DWS.

44. **REDUCTION OF PAYMENTS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if: (1) funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a corresponding reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.

45. **PRICE REDUCTION FOR INCOMPLETE PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because of incomplete, inaccurate, or pricing data (e.g., salary schedules, reports of prior period costs) which were not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subject 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 Agreement.

46. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines which transactions and economic events are reflected in its financial statements. An entity may record accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however, the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. 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 final payment, or until all audits initiated within the (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

47. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**

- Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- 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 or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

GRANTEE	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	

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# 43 Unused Funds

Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.

satisfactory manner, DWS may withhold all or all payments under this or any other Agreement until such deficiencies have been corrected. 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 payments.

42. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or 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 or overpayment is made.

43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.

44. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced if significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement 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.

45. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which were not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement shall be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subject 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 Agreement.

46. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. 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; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. 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 final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

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Table 1: Cost Principles

GRANTEE	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	





# Questions

EFA Program Specialist

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**WORKFORCE  
SERVICES  
HOUSING & COMMUNITY  
DEVELOPMENT**

