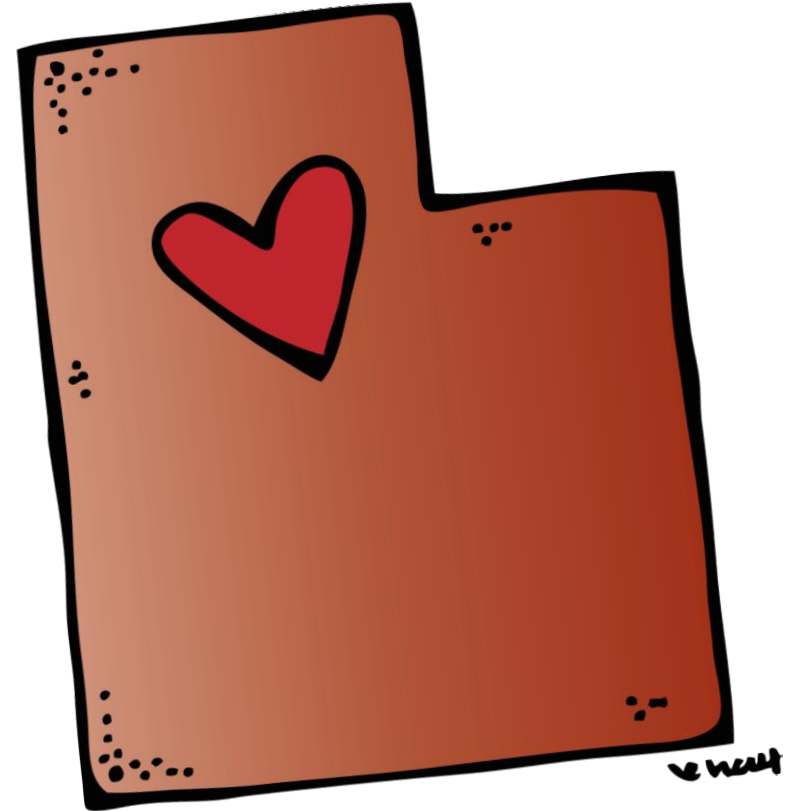




**WORKFORCE
SERVICES**
HOUSING & COMMUNITY
DEVELOPMENT
STATE COMMUNITY SERVICES OFFICE

FY 2025 Earned Income Tax Credit RFGA



Agenda

Introduction and Background

Eligibility Requirements

Application Overview

How to Apply

Question and Answer

Evaluation Score Sheet

Terms and Conditions

Q&A

Introduction

- Federal IRS Earned Income Tax Credit (EITC) is a refundable federal income tax credit for low to moderate income working individuals and families
- State of Utah assists with coordination and development of broad partnerships designed to successfully recruit qualified households



Grant Applications

The State Community Services Office is accepting proposals to plan and implement a campaign to qualify households for EITC.



Eligibility Requirements

Must be a 501 (c)(3) nonprofit organization or association of governments.

Must demonstrate expertise and experience with:

- Broad partnerships
- Collaboration in successful recruitment of EITC eligible households
- Marketing ability
- Coalition building skills



Grant Applications

- One Application per Organization
- Maximum Award of \$20,000.00 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 30th by 5:00 PM

Application Deadline:

May 3rd by 11:59 PM

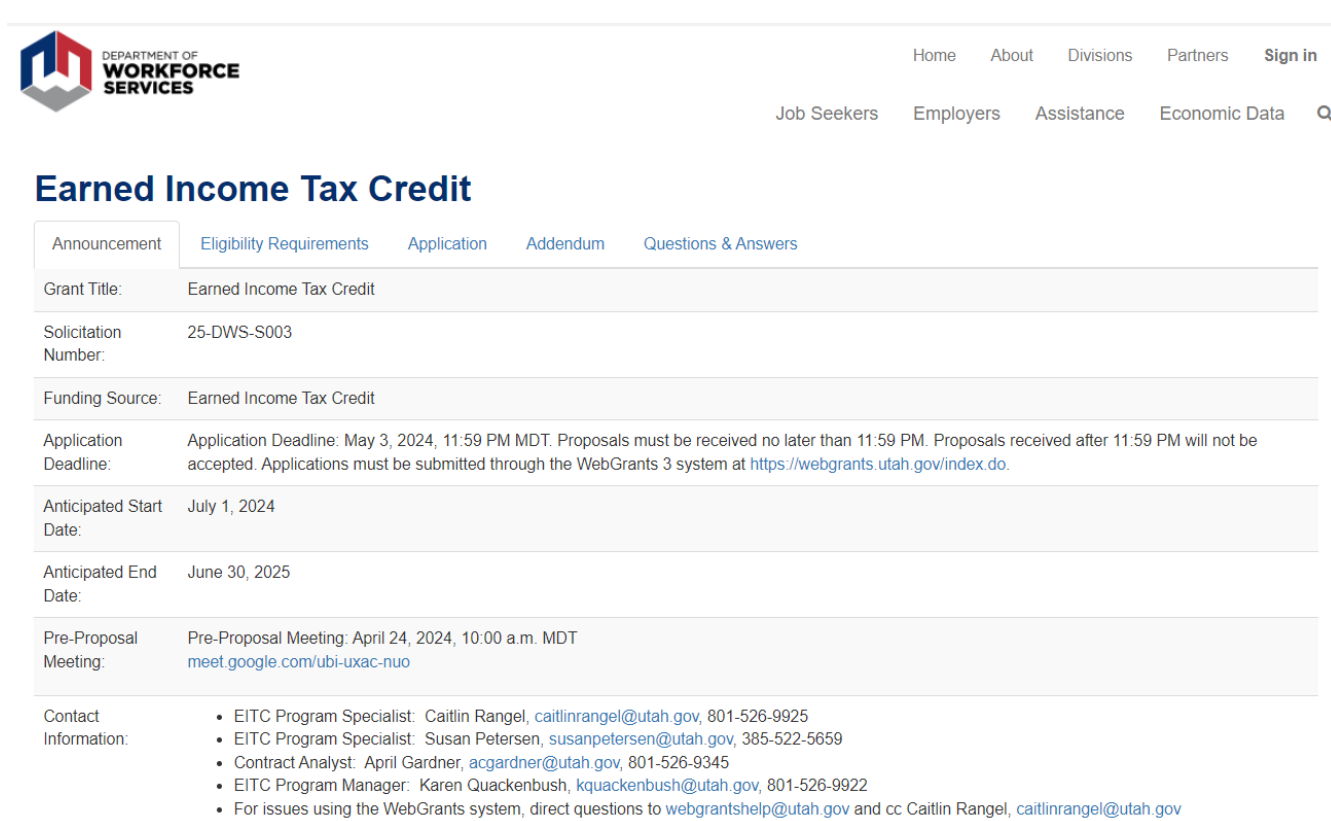
Must be submitted through WebGrants

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



Accessing the EITC RFGA

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



The screenshot shows the Utah Department of Workforce Services website. The header includes the logo and navigation links: Home, About, Divisions, Partners, Sign in, Job Seekers, Employers, Assistance, Economic Data. The main content area is titled "Earned Income Tax Credit" and has tabs for Announcement, Eligibility Requirements, Application, Addendum, and Questions & Answers. The "Application" tab is active, displaying details for the "Earned Income Tax Credit" grant. The details include the solicitation number (25-DWS-S003), funding source, application deadline (May 3, 2024, 11:59 PM MDT), and anticipated start date (July 1, 2024). A pre-proposal meeting is scheduled for April 24, 2024, at 10:00 a.m. MDT. Contact information for EITC Program Specialists, a Contract Analyst, and an EITC Program Manager is provided at the bottom.

Announcement	Eligibility Requirements	Application	Addendum	Questions & Answers
Grant Title:	Earned Income Tax Credit			
Solicitation Number:	25-DWS-S003			
Funding Source:	Earned Income Tax Credit			
Application Deadline:	Application Deadline: May 3, 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 https://webgrants.utah.gov/index.do .			
Anticipated Start Date:	July 1, 2024			
Anticipated End Date:	June 30, 2025			
Pre-Proposal Meeting:	Pre-Proposal Meeting: April 24, 2024, 10:00 a.m. MDT meet.google.com/ubi-uxac-nuo			
Contact Information:	<ul style="list-style-type: none">EITC Program Specialist: Caitlin Rangel, caitlinrangel@utah.gov, 801-526-9925EITC Program Specialist: Susan Petersen, susanpetersen@utah.gov, 385-522-5659Contract Analyst: April Gardner, acgardner@utah.gov, 801-526-9345EITC Program Manager: Karen Quackenbush, kquackenbush@utah.gov, 801-526-9922For issues using the WebGrants system, direct questions to webgrantshelp@utah.gov and cc Caitlin Rangel, caitlinrangel@utah.gov			



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
Earned Income Tax Credit
Name of Grantee

I. Purpose/Background

A. The Earned Income Tax Credit (EITC) is a federal income tax credit for low to moderate income working individuals and families. The State of Utah appropriates funds to assist with coordination and development of broad partnerships which are able to successfully recruit households which qualify for the EITC.

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.

II. Grantee Responsibilities

A. Program Services
Grantee shall utilize EITC funds to increase household participation in the Internal Revenue Service (IRS) and State EITC program in XX Counties.

B. Notice
The Grantee agrees to 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.

C. Safety and Liability
Grantee shall provide services in a safe and fair manner in compliance with all applicable laws and codes.

D. Licensing and Permits
Grantee shall maintain current required permits, licenses, and designations.

III. Outcomes/Deliverables

Outcomes will be based upon services proposed in individual grant applications, and will: Describe the specific and measurable outcomes expected. How will they be measured? Which measurement tool(s) will be used? State the number of each deliverable to be provided, who will it be delivered to, and how will it be delivered. In reviewing the deliverables, there should be no question about what is expected of the Contractor/Grantee.

Unduplicated counts of EITC households and total agency returns (if applicable) are required outcome indicators.

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 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”



Funding Opportunities

Current Funding Opportunities

All currently posted opportunities appear below. The Application Deadline indicates the due date for 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	Recovery Housing Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
199712	Housing and Community Development	Community Development Block Grant	2024 Community Development Block Grant	01/31/2024	05/31/2024
03048	State Community Services Office	Home Energy Assistance Target	TEST - Home Energy Assistance Target Program (HEAT)	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
06441	State Community Services Office	Home Energy Assistance Target	21 LIHEAP	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
195280	State Community Services Office	Home Energy Assistance Target	Budget Test HEAT	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03036	Housing and Community Development	Housing - Home Choice	Housing - Home Choice Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23839	Housing and Community Development	Housing - Other	2022 Veteran Affairs Pass Through	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03035	Housing and Community Development	Housing - Rural Self-Help	Housing - Rural Self-Help Program	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23838	Housing and Community Development	Housing-State Individual Development Accounts	2022 IDA	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02877	Housing and Community Development	Housing-State Individual Development Accounts	Housing - State Individual Development Accounts (IDA)	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23906	Housing and Community Development	Multi-Family Housing	2022 HPF	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02773	Housing and Community Development	Multi-Family Housing	Housing - Multi-Family Housing	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
200137	Housing and Community Development	Multi-Family Housing	FY 2024 Multifamily Housing	Pre-Application Deadline not Applicable	03/30/2024
201305	State Community Services Office	SCSO - EFA	FY25 Emergency Food Assistance (EFA)	Pre-Application Deadline not Applicable	04/19/2024
201308	State Community Services Office	SCSO - EITC	FY25 Earned Income Tax Credit Program (EITC)	Pre-Application Deadline not Applicable	05/03/2024
198620	State Community Services Office	Section 8	Section 8 LIP FY24	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable

- Select the Opportunity Title “FY25 Earned Income Tax Credit (EITC)”
- 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

WebGrants 3

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
201610	FY25 SCSO Test (SP)	Submitted
201616	FY25 EITC SCSO	Editing
201621	FY25 SCSO Susan	Submitted

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

201308-FY25 Earned Income Tax Credit Program (EITC)

SCSO - EITC
Application Deadline: 05/03/2024 11:59 PM

Award Amount Range: \$0.00 - \$20,000.00
Project Start Date: 07/01/2024
Project End Date: 06/30/2025

Award Announcement Date:

Maximum Status Report Approval Levels

Description

- 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”



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 EITC

Description

Description

Overview

The Federal IRS Earned Income Tax Credit (EITC) is a refundable federal income tax credit for low to moderate income working individuals and families. The State of Utah appropriates funds to assist with the coordination and development of broad partnerships designed to successfully recruit households which qualify for Federal EITC and to prepare tax returns for those households.

Agencies receive funding with the objective to provide community education and outreach strategies to recruit households which qualify for the State and Federal EITC. Outside of funding provided by the EITC Program, partners may also provide free tax preparation services for low- to moderate-income households through the establishment of Volunteer Income Tax Assistance (VITA) sites, educate the public about VITA, refer households to VITA, recruit, train and qualify volunteers to participate in VITA, and offer financial education to help families out of poverty.

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 association of governments.
2. Applicants must demonstrate the following expertise and experience:
 - broad partnerships,
 - collaboration in successful recruitment of EITC eligible households,
 - marketing ability,
 - coalition building skills.

Attachments

Click on the File Name to open attachment

Description

Application Instructions

File Name

[FY25 EITC Application Instructions.doc](#)

File Size

45 KB

Website Links

Click on the URL to go to website

URL

<https://jobs.utah.gov/housing/scso/eitce/>

Description

EITC web page

WebGrants 3

[Menu](#) | [Help](#) | [Log Out](#)

[Back](#) | [Print](#) | [Add](#) | [Delete](#) | [Edit](#) | [Save](#)



Instructions

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

General Information

Primary Contact:*

Project Title:
(limited to 250 characters)*

Authorized Official:*

Organization:*

[Menu](#) | [Help](#) | [Log Out](#)

[Back](#) | [Print](#) | [Add](#) | [Delete](#) | [Edit](#) | [Save](#)

Application

Application: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC
Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)
Application Deadline: 05/03/2024 11:59 PM

Instructions

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

General Information

System ID: 202162
Project Title: FY25 EITC YOUR ORGANIZATION NAME
Primary Contact: SCSO Tester 1
Organization: State of Utah Department of Workforce Services

[Go to Application Forms](#)

General Information

- For uniformity, enter your Project Title as "FY25 EITC (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

WebGrants 3

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

Application

Application: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/03/2024 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	✓	04/18/2024
EITC Application 2025		
SCSO Budget		

- 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

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

Application

Application: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/03/2024 11:59 PM

Applicant Information:

Agency Name: *

Physical Address: *

City/State/Zip Code: *
City: Utah State: Zip Code:

Mailing Address (if applicable):

City/State/Zip Code: *
City: Utah State: Zip Code:

Counties Served by Agency: *

Primary Contact: *

Contact Phone: *

Contact Email: *

Financial Contact: *

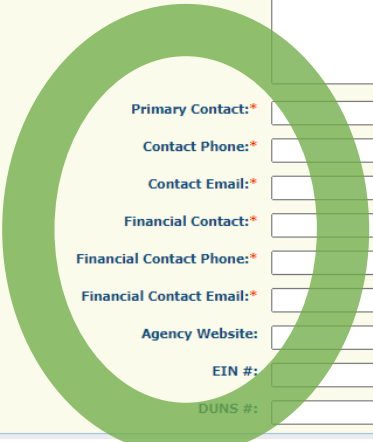
Financial Contact Phone: *

Financial Contact Email: *

Agency Website:

EIN #:

DUNS #:

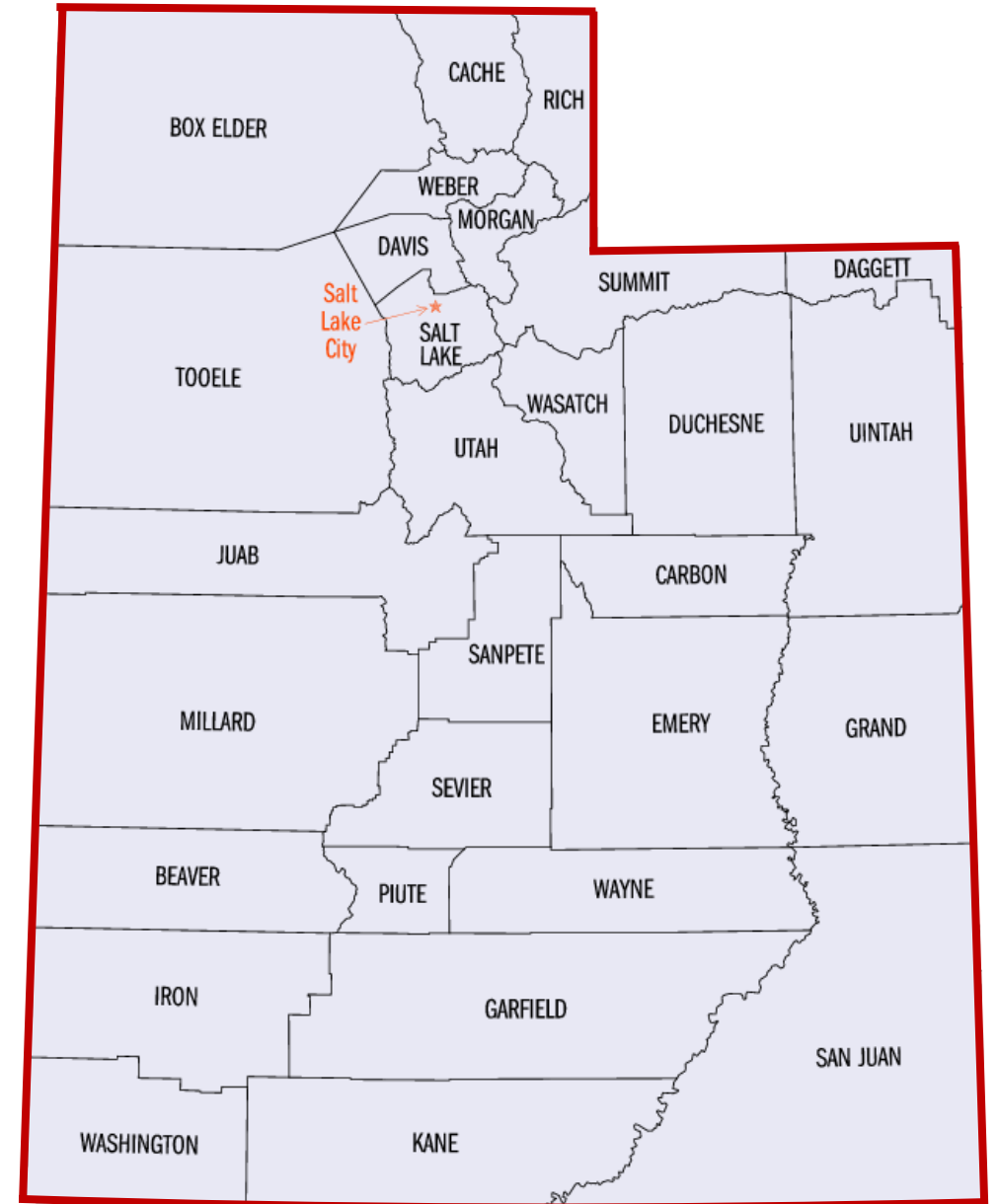


- Fully complete the “Applicant Information” section of the application
- Essential DWS has correct contact information for contract support, invoicing, and monitoring



Organizational Information

- Identify the county/counties served by your agency
- If your agency serves multiple counties, identify all counties served in the application



Application Highlights

- Fill out each question completely and accurately
- 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. Service area
 - c. The agency's connection to EITC within the community
2. Describe your organization's experience hosting EITC awareness events, providing EITC education, and implementing outreach strategies to recruit EITC eligible households.



Proposal Information

Narrative Questions

3. Describe your organization's experience coordinating with VITA service providers, recruiting and training volunteers, and/or connecting eligible clients to the State and Federal EITC.
4. Please describe your agency's experience with establishing and strengthening broad partnerships. Name and describe partnerships/collaborations your agency will utilize to implement this program.
5. How will these funds be used to increase Utah household participation in the IRS and State EITC program? If funding will be used for salaries and/or benefits, please provide number of FTEs that will be funded and identify the positions funded.



Proposal Information

Narrative Questions

6. If your agency does not receive this funding, what is your agency's plan to continue operations? List all other funding sources and amounts for this program.
7. What are your agency's expected outcomes for this program and how will they be measured? If applicable, what outcomes did your agency complete in the prior year with this funding?



Attachments and Application Checklist

Attachments:

Proof of 501c3 status (if applicable) No file chosen

List of Board of Directors* No file chosen

Terms and Conditions require general liability coverage of a minimum of \$1,000,000 named as additional insured for the general liability policy

Proof of Insurance No file chosen

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

Appendix I - State Funding Received By Agency* No file chosen

SUBMISSION CHECKLISTS

Pre-Application Checklist

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

Application Checklist

<input type="checkbox"/>	Complete all sections of the funding opportunity in WebGrants : 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 list of Board of Directors
<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: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/03/2024 11:59 PM

Applicant Information:

Agency Name:* SCSOAOG

Physical Address:* 1234 S 4321 W

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

Mailing Address (if applicable): 1234 S 4321 W

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

Counties Served by Agency:* SALT LAKE, UTAH, IRON

Primary Contact:* Caitlin Rangel

Contact Phone:* 8011111111

Contact Email:* test@test.com

[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



Budget

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

Application

Application: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)

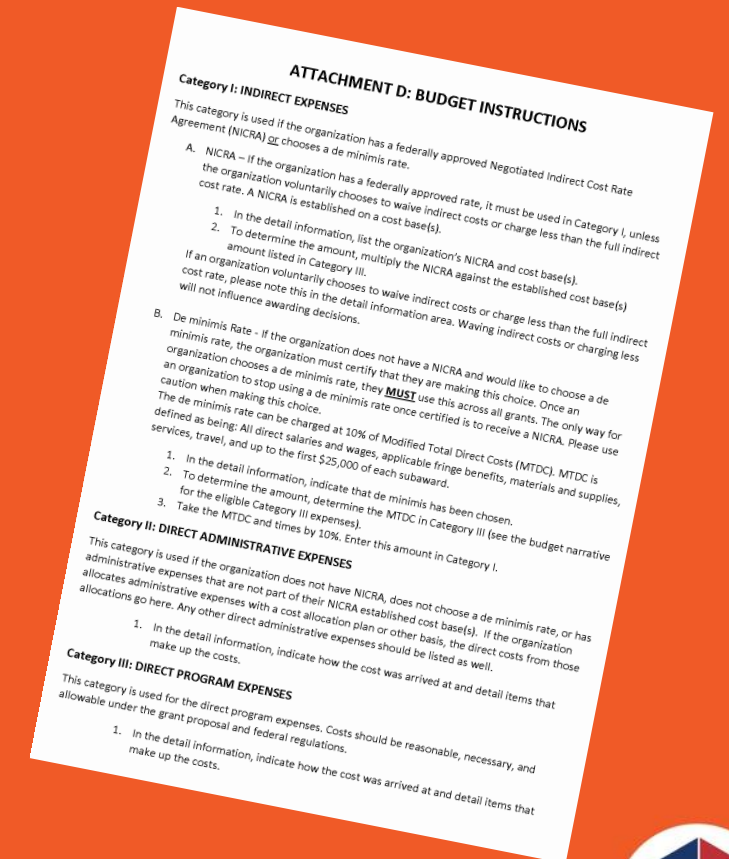
Application Deadline: 05/03/2024 11:59 PM

Instructions

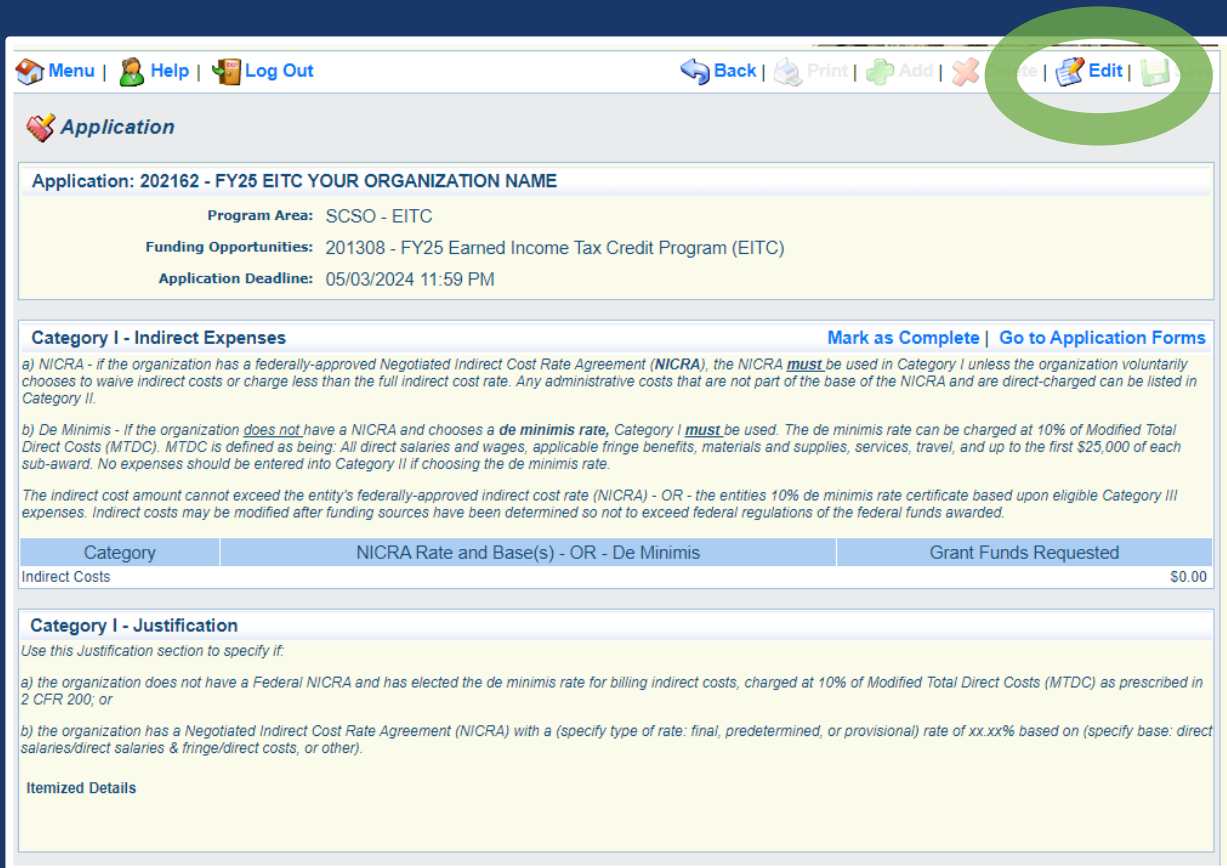
The required application forms appear below. Please note: Clicking "Mark as Complete" does not submit the application component or prevent further editing. The check mark beside the form is only an indicator that the form has been completed. All application components must be marked as complete in order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

Application Forms	Application Details	Submit	Withdraw
Form Name	Complete?		Last Edited
General Information	✓		04/18/2024
EITC Application 2025	✓		04/18/2024
SCSO Budget			

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



Entering Budget Details



Menu | Help | Log Out

Back | Print | Add | **Edit** | Save

Application

Application: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/03/2024 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 I - Justification

Use this Justification section to specify if:

a) the organization does not have a Federal NICRA and has elected the de minimis rate for billing indirect costs, charged at 10% of Modified Total Direct Costs (MTDC) as prescribed in 2 CFR 200; or

b) the organization has a Negotiated Indirect Cost Rate Agreement (NICRA) with a (specify type of rate: final, predetermined, or provisional) rate of xx.xx% based on (specify base: direct salaries/direct salaries & fringe/direct costs, or other).

Itemized 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



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
		\$3,916.00

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 Add		
<i>Please refer to these examples of expense types:</i>		
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		
<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>		
Itemized details:*		



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:*

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*

Requested*

[Return to Top](#)

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

Category II - Direct Administrative Expenses [Add](#)

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	\$1,280.00
Salaries and Wages	Executive Director	\$2,300.00
		\$3,580.00

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

justification test test test

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
Material and Supplies	Outreach Materials	\$754.00
Professional Development and Training	Volunteer Training	\$3,000.00
Travel and Transportation	Outreach	\$3,765.00
		\$7,519.00

Application

Application: 202162 - FY25 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 201308 - FY25 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/03/2024 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

Form Name	Complete?	Application Details Submit Withdraw	Last Edited
General Information	✓		04/18/2024
EITC Application 2025	✓		04/18/2024
SCSO Budget	✓		04/18/2024

Submitting the Application

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

WebGrants 3

Funding Opportunities

Application Submitted Confirmation

You have successfully submitted your FY25 EITC YOUR ORGANIZATION NAME Application with Application ID: 202162.



Question and Answer

Tuesday
April 30
5:00 p.m.

[Link to Submit Questions](#)



EARNED INCOME TAX CREDIT

ASK A QUESTION

Ask a Question

Earned Income Tax Credit 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.

[Sign in to Google](#) to save your progress. [Learn more](#)

* Indicates required question

Email *

Your email

Organization Name

Your answer

Question

Your question

[Posted Answers](#)



EARNED INCOME TAX CREDIT

QUESTIONS & ANSWERS

Last update: 19 April 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 accommodations or translation services in accessing this grant opportunity. How do I get support?](#)
- [5. Next Question?](#)

1. IS THE PRE-PROPOSAL MEETING MANDATORY OR OPTIONAL TO ATTEND?

Attendance is optional for the Pre-Proposal Meeting, but is encouraged to provide potential applicants with valuable information on the application, grant goals, and expectations.

2. HOW DO I ATTEND THE PRE-PROPOSAL MEETING?

The Pre-Proposal Meeting will be held as an optional live virtual meeting held via Google Meet:

Wednesday, April 24, 2024, 10:00 a.m. MDT

meet.google.com/ubi-uxac-nuo

**Attachment E
FY25 Earned Income Tax Credit RFGA
EVALUATION SCORESHEET**

Applicant: _____
 Evaluator: _____
 Date: _____

Score will be assigned as follows:

- 0 = Failure, no response
- 1 = Poor, inadequate
- 2 = Fair, not fully responsible to questions
- 3 = Average, meets minimum expectation for response
- 4 = Above Average, good response
- 5 = Superior

- 2 = Fair
- 3 = Average, meets
- 4 = Above Average, good
- 5 = Superior

Quality Control Check (Admin)	Evaluator Score	Points Possible	Evaluate (Pass/Fail)
Completeness, accuracy, review of Applicant Information Section, Organization Details Section, EITC Application Section, and attachments.		50 = No Issues 25 = Minor Issues 0 = Major Issues	
Not scored—just note here if funds will be used for preparation or review of tax returns			

Proposal Information	Evaluator Score (0-5)	Criteria Weight	% of Criteria	Points Possible	Points Earned
1 In 1-2 paragraphs, please introduce us to your agency focusing on:					
c • Overview of services	1	4.0%	4.0%	5	0.0
b • Service area	1	4.0%	4.0%	5	0.0
c • The agency's connection to EITC within the community	1	4.0%	4.0%	5	0.0
2 Describe your organization's experience hosting EITC awareness events, providing EITC education, and implementing outreach strategies to recruit EITC eligible households.	4	16.0%	16.0%	20	0.0
3 Describe your organization's experience coordinating with VITA service providers, recruiting and training volunteers, and/or connecting eligible clients to the State and Federal EITC.	4	16.0%	16.0%	20	
4 Please describe your agency's experience with establishing and strengthening broad partnerships. Name and describe partnerships/collaborations your agency will utilize to implement this program.	4	16.0%	16.0%	20	
5 How will these funds be used to increase Utah household participation in the IRS and State Earned Income Tax Credit program? If funding will be used for salaries and/or benefits, please provide number of FTEs that will be funded and identify the positions funded.	2	8.0%	8.0%	10	
6 If your agency does not receive this funding, what is your agency's plan to continue operations? List all other funding sources and amounts for this program	2	8.0%	8.0%	10	
7 What are your agency's expected outcomes for this program and how will they be measured? If applicable, what outcomes did your agency complete in the prior year with this funding?	2	8.0%	8.0%	10	
Budget	Evaluator Score (0-5)	Criteria Weight	% of Criteria	Points Possible	Points Earned
Budget filled out completely and correctly.	2	8.0%	8.0%	10	
Budget budget makes sense for project.	2	8.0%	8.0%	10	
		100.0%		125.0	

Required Point Threshold	Min Points Required	Points Earned	Percent Earned
	87.5	0.0	0.0%

Prior Year Grant Performance Management	Evaluator Score	Points Possible	Evaluate (Pass/Fail)
Timeliness & Quality of Claims		15	
Drawdown of Funds		15	
Accuracy, Timeliness, and Responsiveness in Reporting		15	
Overall Grant Management		15	

Total Evaluation Points	Percent of Total	Points Possible	Points Earned	Evaluate (Pass/Fail)
Quality Control Check Evaluation Points	0.0%	50	0.0	
Total Proposal Evaluation Points	0.0%	125	0.0	
Total Prior Year Grant Performance Evaluation Points	0.0%	60	0.0	
Total Evaluation Points	0%	235	0.0	

Definitions:
 VITA: Volunteer Income Tax Assistance. Applicants either host VITA sites to prepare tax returns for low income households (including the recruitment and training of volunteers to prepare taxes) or refer clients to VITA sites. For purposes of this grant, EITC eligible clients are connected with EITC credits via free tax preparation using VITA sites.
 EITC: Earned Income Tax Credit. EITC is a federal income tax credit for low to moderate income working individuals and families. The State of Utah appropriates funds to assist with coordination and development of broad partnerships which are able to successfully recruit households which qualify for the federal & state EITC and prepare tax returns for those households.

Quality Control Check (Admin)	Evaluator Score	Points Possible
Completeness, accuracy, review of Applicant Information Section, Organization Details Section, EITC Application Section, and attachments.		50 = No Issues 25 = Minor Issues 0 = Major Issues
Not scored—just note here if funds will be used for preparation or review of tax returns		

Proposal Information	Evaluator Score (0-5)	Criteria Weight	% of Criteria	Points Possible	Points Earned
1 In 1-2 paragraphs, please introduce us to your agency focusing on:					
c • Overview of services					
b • Service area					
c • The agency's connection to EITC within the community					
2 Describe your organization's experience hosting EITC awareness events, providing EITC education, and implementing outreach strategies to recruit EITC eligible households.					
3 Describe your organization's experience coordinating with VITA service providers, recruiting and training volunteers, and/or connecting eligible clients to the State and Federal EITC.					
4 Please describe your agency's experience with establishing and strengthening broad partnerships. Name and describe partnerships/collaborations your agency will utilize to implement this program.					
5 How will these funds be used to increase Utah household participation in the IRS and State Earned Income Tax Credit program? If funding will be used for salaries and/or benefits, please provide number of FTEs that will be funded and identify the positions funded.					
6 If your agency does not receive this funding, what is your agency's plan to continue operations? List all other funding sources and amounts for this program					
7 What are your agency's expected outcomes for this program and how will they be measured? If applicable, what outcomes did your agency complete in the prior year with this funding?					
Budget	Evaluator Score (0-5)	Criteria Weight	% of Criteria	Points Possible	Points Earned
Budget filled out completely and correctly.					
Budget budget makes sense for project.					

Required Point Threshold	Min Points Required	Points Earned	Percent Earned

Prior Year Grant Performance Management	Evaluator Score	Points Possible	Evaluate (Pass/Fail)
Timeliness & Quality of Claims		15	
Drawdown of Funds		15	
Accuracy, Timeliness, and Responsiveness in Reporting		15	
Overall Grant Management		15	

Total Evaluation Points	Percent of Total	Points Possible	Points Earned	Evaluate (Pass/Fail)
Quality Control Check Evaluation Points	0.0%	50	0.0	
Total Proposal Evaluation Points	0.0%	125	0.0	
Total Prior Year Grant Performance Evaluation Points	0.0%	60	0.0	
Total Evaluation Points	0%	235	0.0	

Evaluation Score Sheet



Evaluation and Award

- Administrative and Evaluation Committee Review following application deadline
 - Maximum of 175 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 late 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.

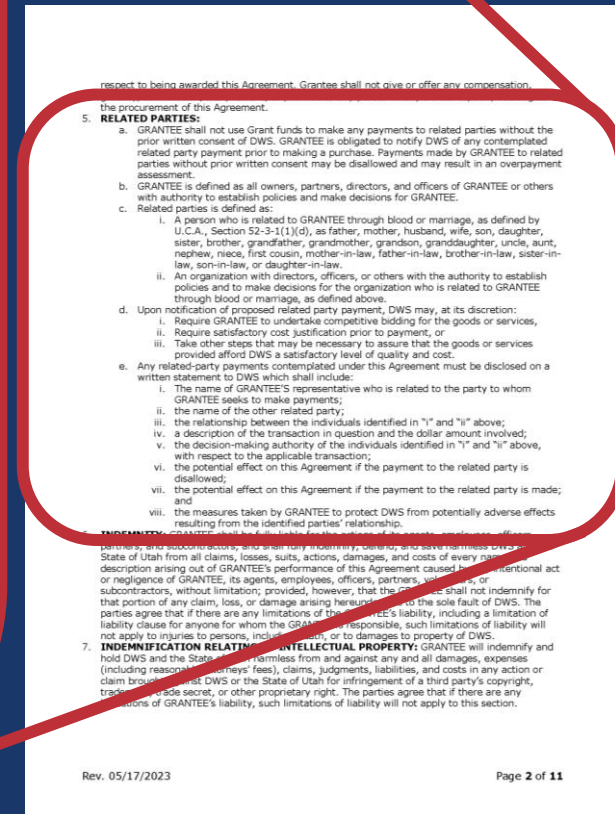
3. **CONFLICT OF INTEREST:**

- 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 representative established by the laws, Executive Orders, or policies of the State to any officer, 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 the State of Utah. Persons employed by or through the Grantee shall not be deemed 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.
- 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.
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 GRANTEE's and Subcontractors' work.
 - REVIEW:** DWS may perform plan checks, plan reviews, peer 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. **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) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement; or (iii) 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. 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.

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).

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.

19. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the GRANTEE, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities, it may not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.

21. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

22. **ATTORNEYS' FEES AND COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be awarded its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.

24. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** GRANTEE agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve advertising and publicity.

25. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care are provided and will continue to comply with such licensing or other applicable standards and grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

26. **LAWS AND REGULATIONS:** 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).

27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges

Rev. 05/17/2023 Page 5 of 11

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 if it is debarred, suspended, proposed for debarment, declared 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.

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.

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

Rev. 05/17/2023 Page 7 of 11

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.

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.

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.

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 DWS's 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.

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 not be withheld or placed under a protective order 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



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. In addition, GRANTEE shall comply with the State of Utah compliance Audit Guide (SCAG), DA-1a-507, Utah Compliance Code Rule R123-5, the State of Utah compliance Audit Guide (SCAG). Further information on financial reporting and audit requirements is available at 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 the 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	NA
INSURER B:		XX
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: XXXXXXXXXX

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			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) \$
	GENL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	Y					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
X	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER/EXCLUDED? Y/N Mandatory in NH Pym. describe under			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional Insured.

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 service marks 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 laws and regulations that apply to GRANTEE.

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.

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

Rev. 05/17/2023 Page 8 of 11

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.

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	

Rev. 05/17/2023 Page 8 of 11

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.

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.

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

EITC Program Specialist
Caitlin Rangel

caitlinrangel@utah.gov

385-478-0488

EITC Program Specialist
Susan Petersen

susanpetersen@utah.gov

385-522-5659

Contract Analyst
April Gardner

acgardner@utah.gov

801-526-9345





**WORKFORCE
SERVICES
HOUSING & COMMUNITY
DEVELOPMENT**

