

State of Utah

Department of Workforce Services – Office of Work & Family Life

Request for Grant (RFG) Fiscal Year 2014

High School Youth Support Grant

Afterschool Programs for High School Age Teens

Funding available to support High School Graduation, preparation for post-secondary education, career readiness, healthy relationships and prevention

Pre-Proposal Meetings: April 16, 10:00-12:00

APPLICATION DUE: Tuesday, May 14, 2013 – 5:00 PM



High School Youth Support Grant

Afterschool Programs for High School Age Teens

Department of Workforce Services - Office of Work & Family Life

Request for Grant Applications

Funding Available to support High School Graduation, preparation for post-secondary education, career readiness, healthy relationships and prevention

APPLICATION DUE: Tuesday, May 14, 2013, 5:00 PM

Table of Contents

Project Description	2
Grant Information.....	3-4
Application Process	5
Application Checklist.....	6

Forms

Grant Application Cover Sheet	7
Program Information	8
Budget Detail Form.....	9
Grant Proposal Narrative	10-15
Proposal Attachments.....	15
Budget Narrative and Itemization Form	16-17

Attachments

Attachment A - Scope of Work/Performance Requirements.....	18-20
Attachment B - Pre-Proposal Bidders Meeting	21
Attachment C - Sample Organizational Chart.....	22
Attachment D - Evaluation Score Sheet	23-25
Attachment E - Allowable Costs	26
Attachment F - Grant Standard Special Terms and Conditions	27-33
Attachment G - Frequently Asked Questions.....	34

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

High School Youth Support Grant

Afterschool Programs for High School Age Teens

Department of Workforce Services - Office of Work & Family Life

Request for Grant Applications

Funding Available to support High School Graduation, preparation for post-secondary education, career readiness, healthy relationships and prevention

APPLICATION DUE: Tuesday, May 14, 2013, 5:00 PM

Project Description

The Department of Workforce Services (DWS), Office of Work & Family Life (W&FL) is requesting grant proposals for the High School Youth Support Grant, a project to support high school graduation, preparation for post-secondary education, career readiness, healthy relationships and prevention.

The Utah State Office of Education reported the Utah high school dropout rate as 20% (*2012 Cohort Graduation and Dropout Rate Report*). The High School Youth Support grant has been developed to support students in graduating, preparing for post high school education opportunities, graduation and careers. Currently 43% of Utahans have post-secondary certificates or degrees. In Utah the goal has been set to increase this to 66% (www.Properity2020.com). Afterschool programs can provide high school students the skills and knowledge they need and alignment with this goal.

Teenagers need more than academic and career focused supports. Research shows teens need access to enrichment activities, skill building opportunities along with connections to positive adults to reach their potential. Activities should be varied to meet youth's changing interests and should involve youth participants in the planning. The goal is to provide opportunities to ensure that all youth grow up to become contributing adults.

Proposals are requested for quality programs serving high school age youth, which provide academic assistance, college and career readiness, and Healthy Relationship Education. Qualifying programs must also select two prevention/education components from the following list: Addiction Prevention, Civic Engagement, Financial Literacy, Physical Activity & Nutrition, Self-Concept & Emotional Intelligence, and Violence & Gang Prevention. Eligible programs may apply for up to \$40,000.

Submit proposals by Tuesday, May 14, by 5:00 PM to:

Email copy (required):

jochristian@utah.gov and ebailey-durst@utah.gov

Paper copies (required):

Jolene Christian, Teen Program Specialist
DWS, Office of Work and Family Life
1385 South State Street
Salt Lake City, Utah 84115

Questions: Contact Jolene Christian,

Phone: 801-468-0034, **Email:** jochristian@utah.gov

High School Youth Support Grant Grant Information

Minimum Requirements

- Programs must provide a regular, formally organized program for High School age youth a **minimum of 10 hours per week**. Programs may be conducted after school, before school, weekends, or any other time youth are unsupervised.
 - Funding is not for one time, summer only, or sporadic club activities.
 - Funding cannot be used for activities during the school day or for which youth receive school credit.
 - Program design must be such that youth can attend all hours of programming.
- Program must operate a minimum **30 weeks during the school year**. For this purpose, a week is defined as a minimum of two school days during a calendar week.
- Programs must serve a minimum of **20 youth per day**.
- Programs must provide both academic and enrichment activities. Proposals entirely academic or entirely enrichment will not be considered.
- Programs must be open to all youth regardless of race, political ideology, ability to pay, religion, and physical ability.
- Program must provide a sliding fee scale.
- Program must be open to entry level youth and must not require pre-requisite classes for participation.
- See Scope of Work for detailed requirements

Who May Apply

- Proposals may be submitted to a) start a new program, or b) continue a program that lacks sufficient funds to operate.
- The following are encouraged to apply: public and private schools; local governments; public or private not-for-profit organizations; faith-based organizations; state offices and agencies; units of local governments; and Indian tribal governments.
 - Programs that have a religious affiliation will be required to provide assurances that grant funds will not be used for religious instruction.
- Applicants who have been suspended for failure to perform under the terms and conditions of a prior grant administered by W&FL are not eligible to apply for another grant from the Office for the period designated in the W&FL Suspension Policy.
- Locations/sites that are not currently receiving funding from other DWS grants (Refugee, Safe Passages 2012 or 2013) grant are eligible to apply for the High School Youth Support Grant.
- Applicants may not subcontract with a single entity to administer the afterschool program. The organization applying must provide program administration. This includes and is not limited to:
 - Operating as the DWS grant contact
 - Hiring and employing the site coordinator/director
 - Being responsible for program structure and development
 - Act as the fiscal agent and maintain fiscal responsibility
 - Providing grant reports to DWS
 - Marketing
 - Program accountability

Funding Details

- The total amount in the grant funding pool is \$450,000, to be distributed by competitive award to multiple programs across the State of Utah.
- Grants will be awarded based on demonstrated need and quality of proposed program, up to a maximum of \$40,000 per site.

- DWS reserves the right to award partial grants.

Period of Performance

- Funding for grant recipients begins July 1, 2013. Grant period ends June 30, 2014.
- Funded programs may start on July 1, 2013 but must start no later than the mid-term of the first quarter of the fall 2013 school year in the school district(s) served.
- **Grants may be renewed** for two additional one-year periods, ending June 30, 2016 as agreed to by both parties. DWS may elect not to provide renewal based on funding and/or grantee performance.

Evaluation and Award

- Grant proposals will be evaluated on a competitive basis.
- Proposals scoring below 70 will not be considered.
- DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFG.
- Participants must be available for questions or clarification during the grant review period.
- Successful grant applications will be open to public inspection after grant award, under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

Questions

Questions requesting clarification or interpretation of any section of this RFG should be directed to Elizabeth Bailey-Durst (ebailey-durst@utah.gov or 801-518-5015) or Jolene Christian (jochristian@utah.gov or 801-468-0034) on or before Wednesday, May 1, 2013. Responses will be posted by May 3, on the DWS website at www.jobs.utah.gov/occ for all prospective applicants to view.

Addenda

If DWS finds it necessary to modify the RFG for any reason, DWS will issue a written addendum to the original RFG. Final Addenda will be posted no later than May 3, 2013.

High School Youth Support Grant Application Process

Timeline

- **Pre-Proposal Bidders Meeting: Online** - Tuesday, April 16, 2013: Interested organizations may attend a pre-proposal bidder's meeting. Attending the meeting is not a pre-requisite for applying for the High School Youth Support Grant, it is an opportunity to review the RFG and ask questions. See bidders meeting details in *Attachment B- Pre-Proposal Bidders Meeting*.
- **Application Submission Deadline: Tuesday, May 14, 2013, 5:00 PM:** Proposals must be received no later than 5:00 PM. Proposals received after 5:00 PM will not be accepted. Proposals may not be faxed.
- **Anticipated Grant Award Date:** It is anticipated that the announcement of grant awards will be made in June 2013.
- **Award Effective Date: July 1, 2013:** The first grant year will run from July 1, 2013 through June 30, 2014.
- **End of First Year Grant Term:** Grant period ends **June 30, 2014**. Funded programs must expend all grant dollars and submit all evaluation materials and paperwork. **The grant may be renewed annually for up to two additional one year periods ending June 30, 2016**, if the program has met grant requirements as determined by DWS.

Application Procedure

- Applicant must use the provided forms to submit proposal. Applicant must bear the cost of preparing and submitting proposal. Proposal must be formatted as outlined, so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFG will result in disqualification of the proposal.**
- **Application forms must be typed.** The forms are created as save-able documents. Forms can be found at <http://jobs.utah.gov/edo/rfp.html>. The PDF forms need to be submitted by email in the original format, not scanned.
- Proposal must be stapled, not bound or in three-hole binders.
- Application Cover Sheet must be the first page of the proposal.
- Applicants must **submit one copy via email**, with all PDF forms in the original format (without the final signature) and all attachments to jochristian@utah.gov and ebailey-durst@utah.gov.
- **Submit one original** (with an original signature) and **five (5) identical paper copies** of the proposal to the address listed below.
- Paper copies AND the emailed copy – **must be received no later than 5:00 p.m., Tuesday, May 14, 2013**. Proposal may not be faxed. Late proposals will not be accepted. No exceptions!
- Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded prior to scoring.

High School Youth Support Grant Application Check List

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

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

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

- Grant Application Cover Sheet and Program Information**
- Budget Detail Form**
- Grant Proposal Narrative** - Narrative response are limited to the space provided. Additional narrative attachments will not be accepted.
- Budget Narrative and Itemization Form**
- Attachments**
 - **Calendar**
 - **Organization Chart**
 - **Two Collaboration Letters**
 - **Building Administrator Letter**
 - **501(c)(3) Letter** - If applicable.

Submit proposals by Tuesday, May 14, by 5:00 PM to:

Email copy (required):

jochristian@utah.gov and ebailey-durst@utah.gov

Paper copies (required):

Jolene Christian, Teen Program Specialist
DWS, Office of Work and Family Life
1385 South State Street
Salt Lake City, Utah 84115

Questions: Contact Jolene Christian

Phone: 801-468-0034, **Email:** jochristian@utah.gov

Department of Workforce Services- High School Youth Support Grant
Grant Application Cover Sheet

ORGANIZATION INFORMATION

Legal Name of Organization: _____

Federal Tax ID #: _____

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

Grant Funds Requested: _____

EXECUTIVE DIRECTOR OR EQUIVALENT (person authorized to sign grant application and/or awarded contract):

Name: _____ Position: _____

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

Telephone: _____ Email: _____

Signature: _____ Date: _____

GRANT ADMINISTRATOR (Grant Administrator, Program, Director, Principle Investigator, etc.)

Name: _____ Position: _____

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

Telephone: _____ Email: _____

FINANCE CONTACT

Name: _____ Position: _____

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

Telephone: _____ Email: _____

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

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

Department of Workforce Services- High School Youth Support Grant
Program Information

Organization: _____

SECTION A: SITE CONTACT INFORMATION

Site/Program Name: _____

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

Program Contact Name: _____ Position: _____

Phone: _____ Email: _____

The program is (please check one):

- A **new** program
- An **existing** program

Check all DWS services the afterschool program has arranged to include in the program (suggested, not required):

- WIA Youth
- Refugee Services
- Work Keys
- Utah Futures

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

- Addiction Prevention
- Civic Engagement
- Financial Literacy
- Physical Activity & Nutrition
- Self-Concept & Emotional Intelligence
- Violence & Gang Prevention

SECTION B: RISK DETERMINATION

Please indicate the percentage of youth in each category the program serves or plan to serve.

Youth eligible for free and reduced school lunch: _____

Youth with non- or limited- English capabilities: _____

High School Graduation Rate for school(s) served: _____

SECTION C: PROGRAM DETAILS

Grade level (s) served: _____

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

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

Indicate the number of youth the program expects to serve per year (unduplicated). _____

Indicate when the program operates: Before school Afterschool Summer Weekends

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

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

Please insert the hours of the day that this program is currently operating during the school year (i.e. 2:30-5:00)

Mon. _____ Tues. _____ Wed. _____ Thurs. _____ Fri. _____ Sat. _____ Total Weekly Hours _____

Please insert the projected Hours of Operation for new/expanding programs during the school year (i.e. 2:30-6:00)

Mon. _____ Tues. _____ Wed. _____ Thurs. _____ Fri. _____ Sat. _____ Total Weekly Hours _____

Registration fee per youth per year and explanation of the required sliding fee scale: _____

Department of Workforce Service - High School Youth Support Grant

July 1, 2013 - June 30, 2014

Budget Detail Form

Please complete, detailing the afterschool program's entire operating budget.

Organization Name:				
Site:				
Category I Administrative Expenses	DWS Grant Funds Requested	Other Federal Funds	Other Funds	Total Afterschool Site Budget
Total Category I Admin Expenses <i>Note: Grant funds spent on Admin Expenses must be clearly outlined in the budget and cannot exceed 10% of the total budget. Admin expenses cannot be greater than the organization's approved indirect cost rate.</i>				\$0
Category II Capital Expenditures				
Total Category II Capital Expenditures <i>Note: Grant funds may not be used for Capital Expenditures.</i>	N/A			\$0
Category III Program Expenses				
1. Salaries				\$0
2. Fringe Benefits				\$0
3. Travel/Transportation				\$0
4. Space Costs (rent/mortgage) <i>Note: Grant funds may not be used for space costs.</i>	N/A			\$0
5. Utilities				\$0
6. Communications (printing, copying, phone, postage)				\$0
7. Equipment/Furniture				\$0
8. Supplies (snacks)				\$0
9. Miscellaneous				\$0
10. Conferences/Workshops (training)				\$0
11. Insurance				\$0
12. Professional Fees/Contracted Services				\$0
Total Category III Program Expenses	\$0	\$0	\$0	\$0
Total Expenses Category I, II and III <i>Note: Funds requested may not exceed \$40,000.</i>	\$0	\$0	\$0	\$0

Department of Workforce Services- High School Youth Support Grant
Grant Proposal Narrative

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

1. **ABSTRACT**

Provide an overview of the program.

2. **NEED DETERMINATION**

Justify the need for an afterschool program serving high school age youth in the community. Support the determination of need with data.

Unofficial Form
Find Forms at:
<http://jobs.utah.gov/ledo/rfp.html>

3. **PROGRAM SERVICES**

a. Describe the goals for and intentional design of the program that support academic achievement and youth development. Include the program design, daily schedule, past successes, projected outcomes and plan for tracking outcomes.

b. Describe the program's connection with the school. How will the program and the school collaborate to increase high school graduation rates and support the afterschool programs outcomes as stated in '3a' above.

c. Describe the program's partnership and connection with the local community and other local resources supporting the projected outcomes (include connections made with DWS youth programs such as WIA Youth, Utah Futures, Key Train and the Office of Refugee).

Unofficial Form
Find Forms at:
<http://jobs.utah.gov/ed/ftp.html>

4. **STAFF**

Describe the staff recruitment plan, education, and experience requirements for hiring qualified staff to support the program's intended outcomes. Provide plans for hiring a Licensed Educator to directly supervise the program. Include the training plan, staff evaluation and support provided.

<http://jobs.utah.gov/ledo/rfp.html>
Unofficial Form
Find Forms at:

5. **YOUTH RECRUITMENT and RETENTION**

Describe how the program intends to identify, recruit, and market to the targeted youth population.

6. **EDUCATION/PREVENTION**

a. Describe the program's plan for providing direct academic assistance/tutoring and credit recovery.

<http://jobs.utah.gov/ledo/rfp.html>
Unofficial Form
Find Forms at:

b. Describe the program's plan for education and career readiness. Include the curriculum or established program model the organization will utilize in providing education and career readiness support. Include how will the afterschool program supports existing programs implemented during the school day and the partnership between afterschool, school counselors and CTE classes.

c. Describe the program's plan for providing Healthy Relationship Education (programs are encouraged to including Pregnancy and STI Prevention). Programs providing Pregnancy and STI prevention must explain and describe the use of evidence based curriculum and/or contractors hired to provide the services.

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

- Addiction Prevention
- Civic Engagement
- Financial Literacy
- Physical Activity & Nutrition
- Self-Concept & Emotional Intelligence
- Violence & Gang Prevention

For each prevention/education component, the use of evidenced based curriculum and/or an established program are preferred. For each prevention/education component selected, address the following:

- Describe how the component was selected and the relevance to the population served.
- Describe how the program will track and measure the outcomes of the prevention/education components.
- Describe how the staff will communicate with parents regarding prevention and program focus.
- Describe how the program will address the prevention components (curriculum, ongoing programming, ensure attendance, etc.)

Part d continued:

Proposal Attachments

- I. **Calendar** - Attach a **calendar** outlining one proposed month (any month) of program activities including the three prevention components. Provide an example of the daily routine that displays both academic and enrichment activities.
- II. **Afterschool Organization Chart** - Attach an **afterschool organization** chart (see *Attachment C-Sample Organizational Chart*). Include duties as they relate to the afterschool program, such as training, grant oversight, fiscal responsibilities, etc.
- III. **Collaboration Letters** - Attach **two** letters of collaboration from outside agencies/entities*. The letters should provide a brief description of the involvement with the afterschool program. The letters should include specific detailed information about how the organization will partner. These are not letters of support.
 - a. Contributions from collaborators should be included on the *Budget Detail Form*.
- IV. **Building Administrator Letter** (i.e. Principal, Director, Executive Director, or other building authority) Letter documenting support of the program and that sufficient space will be provided.
- V. **501(c)(3) Letter**- If applicable

* Collaborative program, for purposes of the RFG, means a program where youth will receive services or resources from more than one entity in the same program. Some examples of community involvement/partnership are service clubs whose members volunteer in the program; a public school classroom or religious center shares space with another public or private youth prevention program; community health and safety networks that fund a specific project; or arts organizations that conduct special activities in the program. Collaboration must be documented in writing and outline specific tangible contribution to the goals of the proposed program. Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.

Department of Workforce Services - High School Youth Support Grant

July 1, 2013 - June 30, 2014

Budget Narrative and Itemization Form

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

Organization Name:

Site:

Category I Administrative Expenses	Itemized Details of DWS Grant Funds Requested	DWS Grant Funds Requested
<p>Total Category I Admin Expenses <i>Note: Grant funds spent on Admin Expenses must be clearly outlined in the budget and cannot exceed 10% of the total budget. Admin expenses cannot be greater than the organization's approved indirect cost rate.</i></p>		
<p>Category II Capital Expenditures</p>		
<p>Total Category II Capital Expenditures <i>Note: Grant funds may not be used for Capital Expenditures.</i></p>	N/A	N/A
<p>Category III Program Expenses</p>		
<p>1. Salaries</p>		
<p>2. Fringe Benefits</p>		
<p>3. Travel/Transportation</p>		
<p>4. Space Costs (rent/mortgage) <i>Note: Grant funds may not be used for space costs.</i></p>	N/A	N/A
<p>5. Utilities</p>		

6. Communications (printing, copying, phone, postage)		
7. Equipment/Furniture		
8. Supplies (snacks)		
9. Miscellaneous		
10. Conferences/Workshops (training)		
11. Insurance		
12. Professional Fees/Contracted Services		
Total Category III Program Expenses		\$0
Total Expenses Category I, II and III <i>Note: Funds requested may not exceed \$40,000.</i>		\$0

Attachment A: Scope of Work/Performance Requirements

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

1. **Start Date**

Funded programs may start on July 1, 2013 but must start no later than the mid-term of the first quarter of the fall 2013 school year in the school district(s) served.

2. **End Date**

Grant period ends **June 30, 2014**. Funded programs must expend all grant dollars and submit all evaluation materials and paperwork. The grant may be renewed yearly for up to two additional years if funding is available and the program has demonstrated it meets the grant requirements.

3. **Program Requirements**

- a. Licensed educator must be the direct supervisor of the program.
- b. Programs must provide a regular, organized program for High School age youth, a minimum of 10 hours per week.
 - i. Programs may be conducted after school, before school, weekends, or any other time youth are unsupervised.
 - ii. Funding is not for one time, summer only, or sporadic club activities.
 - iii. Program must provide a variety of activities so youth may attend all hours of programming each week (i.e. - The activity on Tuesday cannot be a repeat of Monday's activity).
- c. Program must operate a minimum 30 weeks during the school year. For this purpose, a week is defined as a minimum of two school days during a calendar week.
- d. The program must become familiar with DWS youth, college/career readiness and Refugee programs and partnership opportunities.
 - i. WIA Youth
 - ii. Key Train
 - iii. Utah Futures
 - iv. Office of Refugees (if serving Refugee youth).

4. **Service Population**

- a. Program must have a minimum of 20 youth attending daily (average daily attendance, ADA).
- b. Program must be open to all High School age youth, regardless of race, religion, political ideology, ability to pay, or physical ability.
- c. A sliding fee scale must be available.
- d. Program must be open to entry level youth and must not require pre-requisite classes for participation.

5. **Prevention/Education Components**

- a. The program must provide programming in the following areas:
 - Academic assistance and tutoring to support classwork/homework, and credit recovery
 - i. The academic portion of the program must comprise a minimum of 30%, but no more than 70% of program time.
 - ii. Grant funds may not be used to purchase credit recovery packets or credits for students.
 - Education and Career Readiness
 - i. Program must utilize an established program/curriculum
 - ii. Program must coordinate with school counselors and Career and Technical Education (CTE) programs to support school efforts and avoid duplication
 - Healthy Relationship Education
 - i. Programs providing Pregnancy and STI prevention must use evidence based curriculum and/or contract for these services.
 - ii. Grantee must obtain written parental permission for each student before teaching pregnancy and STI prevention.

- b. The program must include at least two prevention/education components from the list below. Programs should utilize evidence-based curriculum.
 - Addiction Prevention
 - Civic Engagement
 - Financial Literacy
 - Physical Activity & Nutrition
 - Self-Concept & Emotional Intelligence
 - Violence & Gang Prevention
6. **Parental Involvement**
The program design must include a parent communication plan.
7. **Background Checks**
Grantee must complete Bureau of Criminal Investigation (BCI) background check on all program employees. If volunteers are frequent, regular and/or alone with children at any time, they are required to have a BCI completed.
8. **Computer Use**
If the program utilizes computers, Grantee must install proper firewall software and internet filter software to prevent students from accessing inappropriate websites.
9. **Grant Orientation Meeting**
Funded program's coordinator, site manager/coordinator and fiscal management staff will be required to attend a 2-3 hour, in-person, grant orientation meeting in Salt Lake City (TBA).
10. **Training**
Programs must provide documentation showing 20 hours of program-related training each year for staff working ten or more hours/week.
11. **Consultation and Technical Assistance**
Funded organizations must participate in direct consultation and technical assistance provided by staff or designee of DWS.
12. **Program Quality**
 - a. Program/site must annually meet the then current standard of quality set by W&FL as measured by the *Utah Afterschool Program Quality Assessment and Improvement Tool* ("Quality Tool"). Training on the Quality Tool will be provided at the grant orientation meeting and program manager/coordinator training. www.utahafterschool.org/quality
 - b. Funded organizations must register with the Utah Afterschool Network at: www.utahafterschool.org.
13. **Funds**
 - a. Prepare and have approved by DWS one budget per program site. The maximum per program site is \$40,000.
14. **Reporting**
Reports must be prepared according to DWS report guidelines. DWS will provide training on report format and content at the grant orientation meeting.
 - a. Programs must provide two progress reports (mid-year and annual) per year as required by DWS.
 - b. Program must complete the *Quality Tool* self-assessment through UAN's data collection system.
 - c. Program must participate in statewide afterschool data collection efforts as requested by DWS.
 - d. Program must organize an annual *Lights On Afterschool* event in October, and register the event at www.afterschoolalliance.org/loaHostEvent.cfm
15. **Expense Reimbursement**
 - a. Programs shall submit requests for reimbursement of expenses using the reimbursement-billing template provided by DWS.
 - b. Requests for reimbursement must be submitted no less than quarterly.
 - c. DWS will strive to make timely payment. Turn-around-time for payment is determined by accuracy of invoice and approval by DWS Finance Division.
 - d. All funds must be spent by the end of the grant contract term. Any funds not spent will remain with the DWS. Unspent funds will not be carried over into the next contract year.
16. **Allowable Costs**

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

17. Oversight

- a. Grantee must ensure proper administrative and accounting procedures are followed.
- b. Applicants may not subcontract with a single entity to administer the afterschool program.
 - i. The organization applying must provide program administration. This includes and is not limited to:
 - Operating as the DWS grant contact
 - Hiring and employing the site coordinator/director
 - Being responsible for program structure and development
 - Act as the fiscal agent and maintain fiscal responsibility
 - Providing grant reports to DWS
 - Marketing
 - Program accountability

18. Terms and Conditions

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

19. Renewal

This agreement may be renewed for two additional years subject to availability of funding including qualifying cash match, and grantee compliance with contract requirements. Prior to extending this contract for the second and third year, specific forms and letters must be submitted.

Attachment B: Pre-Proposal Bidders Online Meeting

Attending the Bidders Meeting is not a requirement for applying for the High School Youth Support Grant. It is an opportunity to review the RFG and ask questions. Many applicants find it helpful in preparing their grant application.

Webinar- (Please have a copy of the RFG)
Tuesday, April 16, 2013
10:00 AM

Login Information

URL: <https://utahstatelive.wimba.com/launcher.cgi?room=CCPDI>

You will want to log in early and run the startup in order to assure your computer has the current software required to run the webinar.

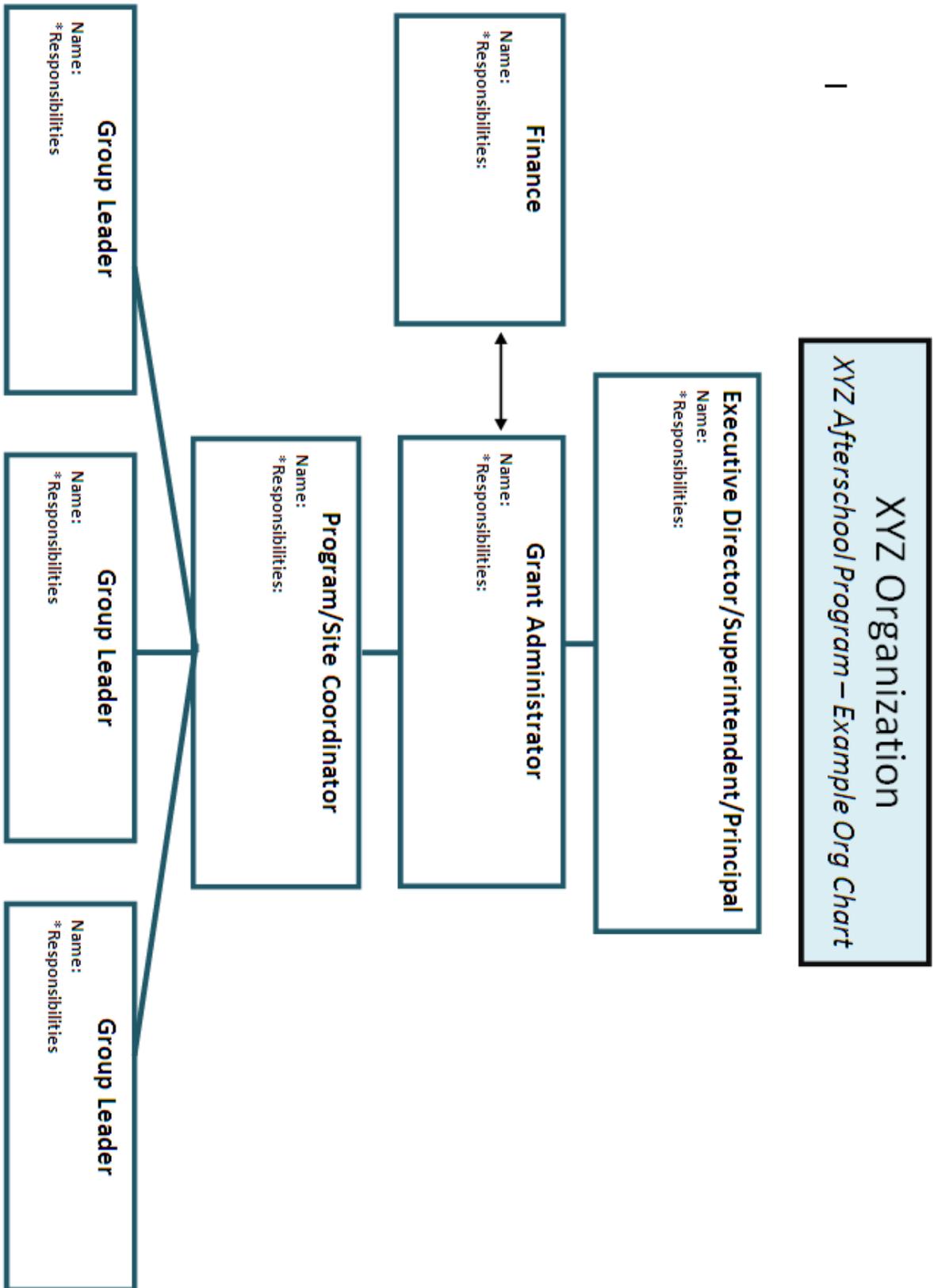
- A computer with speakers will allow you to hear but not ask audio questions (you can type questions). If your computer has a microphone, that may be used.
- You may participate by both phone and computer if you prefer.

Phone Access

Dial-in number(s): Phone - (571) 392-7604

Phone PIN: 43530356

Attachment C: Sample Organizational Chart



* Responsibilities: Please describe only the afterschool program responsibilities related to this grant.

Attachment D: Evaluation Score Sheet

Organization: _____

Site: _____

Evaluator # _____

Date: _____

Score will be assigned as follows:

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

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box). Proposals scoring below 70 will not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
NARRATIVE				
1. NEED DETERMINATION: (15 points possible)				
Did the program justify the need for an afterschool program serving high school age youth in the community? The need is supported by data.		X 3		15 points possible
2. PROGRAM SERVICES: (25 points possible)				
A. The proposal clearly describes the goals for, and intentional design of the program that support academic achievement and youth development. Included is the program design, daily schedule, past successes, projected outcome and plan for tracking outcomes.		X 2		10 points possible
B. The proposal describes the program's connection with the school. How will the program and the school collaborate to increase high school graduation rates and support the afterschool program outcomes as state in <i>part a</i> .		X 2		10 points possible
C. The proposal describes the program's partnership and connection with the local community and other local resources supporting the projected outcomes (including DWS youth programs: WIA Youth, Utah Futures, Key Train and the Refugee office).		X 1		5 points possible
3. STAFF: (10 points possible)				
The proposal describes the staff recruitment plan, education and experience requirements for hiring qualified staff to support the program's intended outcomes. Plans for hiring a Licensed Educator to directly supervise the program are provided.		X 1		5 points possible
A plan for staff training, evaluation, and support is provided.		X 1		5 points possible
4. YOUTH RECRUITMENT & RETENTION (7.5 points possible)				
A. The proposal describes how the program intends to identify, recruit, and market to the targeted youth population.		X 1.5		7.5 points possible
5. EDUCATION/PREVENTION (40 points possible)				
A. The proposal describes the program's plan for providing direct academic assistance/tutoring and credit recovery support. This portion must be a minimum of 30%, but no more than 70% of programming time.		X 2		10 points possible
B. The proposal describes the program's plan for education		X 2		10 points possible

and career readiness. The proposal included the curriculum or established program model the organization will utilize in providing education and career readiness support. The narrative must describe how the program will complement school day programs by partnering with school counselors and CTE classes.				possible
C. The proposal describes the program's plan for providing Healthy Relationship Education (programs are encouraged to include Pregnancy and STI Prevention). Program providing Pregnancy and STI prevention must explain and describe the use of evidence based curriculum and/or contractors hired to provide the services.		X 2		10 points possible
D. The proposal must provide details on two selected prevention components. The proposal must include the following details for each component: <ul style="list-style-type: none"> Describe how the component was selected and the relevance to the population served. Describe how the program will track and measure the outcomes of the prevention/education components. Describe how the staff will communicate with parents regarding prevention and program focus. Describe how the program will address the prevention components (curriculum, ongoing programming, ensure attendance, etc.) 		X 2		10 points possible
ATTACHMENTS				
6. CALENDAR: (2.5 points possible)				
The proposal includes a calendar outlining one proposed month (any month) of program activities including all prevention/education components. Provide an example of the daily routine that displays both academic and enrichment.		X .5		2.5 points possible
7. AFTERSCHOOL ORGANIZATION CHART: (2.5 points possible)				
The afterschool Organization Chart includes all duties as they relate to the afterschool program, such as training, grant oversight, fiscal responsibilities, etc.		X .5		2.5 points possible
8. COLLABORATION LETTERS: (5 points possible)				
The proposal includes two letters of collaboration from outside/agencies/entities. The letters provide a brief description of the involvement with the afterschool program. The letters should include specific detailed information about how the organization will partner. These are not letters of support.		X 1		5 points possible
9. BUILDING ADMINISTRATION LETTER				
This letter should document support of the program and that sufficient space will be provided.	Yes/No	N/A	N/A	N/A
10. 501 (c)(3)				
If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	N/A
BUDGET				
11. BUDGET NARRATIVE AND ITEMIZATION FORM: (10 points possible)				
Details should include the cost breakdown for each line item, including any requested administrative costs. <ul style="list-style-type: none"> Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). 		X 2		10 points possible

• Costs should be reasonable and customary.				
MISC.				
12. OVERALL PRESENTATION (2.5 points possible)				
Forms are properly filled out and accurate. Information on the forms is supported by the narrative. Budget forms are correct.		X .5		2.5 points possible
TOTAL EVALUATION POINTS		Total		120 points possible

* Collaborative program, for purposes of the RFG, means a program where youth will receive services or resources from more than one entity in the same program. Some examples of community involvement/partnership are service clubs whose members volunteer in the program; a public school classroom or religious center shares space with another public or private youth prevention program; community health and safety networks that fund a specific project; or arts organizations that conduct special activities in the program. Collaboration must be documented in writing and outline specific tangible contribution to the goals of the proposed program. **Contracted fee-for-service individuals or organizations cannot be considered as collaborative partners unless a significant discount is provided.**

Evaluator Notes and Comments:

Attachment E: Allowable Costs

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

No Supplanting: Grant funds must be used as an addition to existing funds for the program and not replace funds which have been appropriated, designated or come from parent fees for current program operation.

Grantee may use funds for the following:

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

Note:

- **Space costs, including facility repairs/upgrades, are NOT allowed as direct cost under this grant.**
- **Equipment and supplies:** All equipment purchases over \$5,000 are considered capital expenses, which are not allowed under this Grant.
- Grant funds may not be used to purchase **credit recovery packets** or **credits** for students.

Attachment F: Grant Standard Special Terms and Conditions

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least four years after the Grant terminates or until all audits initiated within the four years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DEPARTMENT.
5. **HUMAN SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DEPARTMENT or individuals receiving services (whether direct or contracted) from DEPARTMENT.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
 - a. **Assignment.** Notwithstanding DEPARTMENT'S right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DEPARTMENT. Any assignment by GRANTEE without DEPARTMENT'S written consent shall be wholly void.
 - b. **Subgrantees/Subcontractors.** As used in this Grant, the term "subgrantee" or "subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Grant. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
 - (1) **Duties of Subgrantee:** Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
 - (2) **Provisions Required in Subcontracts:** If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
7. **MONITORING:** DEPARTMENT shall have the right to monitor GRANTEE'S performance regarding all services purchased under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DEPARTMENT which will rely on the criteria set forth in this Grant, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
 - a. **Client or Grantee Staff Satisfaction Surveys.** GRANTEE understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DEPARTMENT-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DEPARTMENT'S policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.

9. GRANT RENEWAL: Renewal of Grant will be solely at the discretion of DEPARTMENT.
10. RENEGOTIATION OR MODIFICATIONS: This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
11. GRANT TERMINATION:
- a. **Termination for Cause.** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. The DEPARTMENT will give the CONTRACTOR only one opportunity to correct and cease the violations.
 - b. **Immediate Termination.** If CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DEPARTMENT to terminate the Agreement immediately for a violation of that provision, DEPARTMENT may terminate this Agreement immediately by notifying CONTRACTOR in writing. The DEPARTMENT may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by the DEPARTMENT.
 - c. **No Cause Termination.** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Termination Fund-out.** CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DEPARTMENT cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DEPARTMENT fails to receive appropriations then DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Agreement. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
 - e. **Attorneys' Fees and Costs.** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - f. **Remedies for Contractor's Violation.**
 1. In the event this Agreement is terminated as a result of a default by CONTRACTOR, DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by DEPARTMENT in obtaining similar services.
 2. CONTRACTOR acknowledges that if CONTRACTOR violates the terms of this Agreement, DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.
12. CITING DEPARTMENT IN ADVERTISING: Grantee agrees to give credit to DEPARTMENT for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DEPARTMENT.
13. DRUG-FREE WORKPLACE: GRANTEE agrees to abide by DEPARTMENT'S drug-free workplace policies while performing services under this Agreement.
14. BILLINGS AND PAYMENTS: Payments to Grantee will be made by DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in

reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or they may be delayed or denied. DEPARTMENT must receive billing for services for the month of June no later than July 20th, due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

DEPARTMENT will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.

15. PAYMENT WITHHOLDING: GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DEPARTMENT, GRANTEE'S record keeping practices and/or reporting to DEPARTMENT are not conducted in a timely and satisfactory manner, DEPARTMENT may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DEPARTMENT agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
16. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: GRANTEE agrees that if during or subsequent to the Grant CPA audit or DEPARTMENT determines that payments were incorrectly reported or paid, DEPARTMENT may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DEPARTMENT. GRANTEE further agrees that DEPARTMENT shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
17. REDUCTION OF FUNDS: The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DEPARTMENT will give GRANTEE thirty (30) days notice of reduction.
18. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, DEPARTMENT'S right to terminate this Grant.
19. LICENSING AND STANDARD COMPLIANCE: By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
20. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS
 - a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Grant 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 Grant 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 Grant.
 - b. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

- i. Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of the Department of Workforce Services Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.
21. CODE OF CONDUCT (Attached if Applicable): GRANTEE agrees to follow and enforce DEPARTMENT'S Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DEPARTMENT monitors.
22. SEPARABILITY CLAUSE: A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.
23. INDEMNITY CLAUSE:
- GOVERNMENTAL AGENCIES: Both parties to this Agreement are **governmental** entities as defined by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2009). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
 - NON-GOVERNMENTAL ENTITY: The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
24. FINANCIAL/COST ACCOUNTING SYSTEM: GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.
25. GRIEVANCE PROCEDURE: The GRANTEE agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The GRANTEE will advise recipients of their right to present grievances

concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by the Department of Workforce Services. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify the DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.

26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the GRANTEE'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign the DEPARTMENT'S disclosure statement.

27. **DEPARTMENT COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS**

- a. **Federal Cost Principles determine allowable costs in the Department Grants.** They can be found in circulars published by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization at the internet web site:
OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>
- b. **Compliance with Federal Cost Accounting Principles.** For GRANTEE'S convenience, the DEPARTMENT provides Table 1 below, "Cost Accounting Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal or accounting advice. As shown in Table 1, "Cost Accounting Principles," the principles applicable to a particular GRANTEE depend upon the GRANTEE'S legal status.

Table 1: Cost Accounting Principles

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

c. **Additional Cost Principles.**

Compensation For Personal Services:

- (iv) In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
 - (ii) The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - (iii) Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - (iv) For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DEPARTMENT programs over 40 hours, the following two conditions must be met:
 - (i) A perpetual time record must be maintained, and
 - (ii) Prior written approval must be obtained from the DEPARTMENT'S Finance-Contracting Division
- (v) Compensation for Personal Expenses: The DEPARTMENT will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual

costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

- d. **Third-Party Reimbursement And Program Income.** The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to Department Of Workforce Services be greater than “necessary and reasonable costs to perform the services” as supported by audited financial records. Collections over and above audited costs shall be refunded to Department Of Workforce Services.

28. **ADMINISTRATIVE EXPENDITURES:** If applicable, DEPARTMENT will reimburse GRANTEE for actual administrative or indirect costs (Category I) up to 10% of the total program and capital (Category III & II) costs as negotiated in the attached budget.
29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Administration” or Category II, “Capital Expenditures” or between Categories I and II, without prior written approval by the DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the DEPARTMENT. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
30. **RELATED PARTIES:** The GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by the GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant the GRANTEE shall be defined to include all owners, partners, directors, and officers of the GRANTEE or others with authority to establish policies and make decisions for the GRANTEE.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The GRANTEE is obligated to notify the Department of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this Grant must be disclosed on a statement for related party transactions and is available from the DEPARTMENT’S Finance/Contracting Division. It will require:

- a. The name of the GRANTEE’S Representative who is related to the party that the GRANTEE seeks to make payments to.
- b. The name of the other related party.
- c. The relationship between the individuals identified in a. and b. above.
- d. A description of the transaction in question and the dollar amount involved (if any).

- e. The decision-making authority of the GRANTEE'S Representative and the party identified in b. above, with respect to the applicable transaction.
- f. The potential effect of the payment to a related party on this Grant; and
The measures taken by the GRANTEE to protect the DEPARTMENT from potentially adverse effects resulting from the identified parties' relationship.

31. NON-FEDERAL MATCH: For those Grants requiring a non-federal match, said match shall be:

- a. Expenses that are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
- b. Allowable under applicable cost principles.
- c. Not paid by the Federal Government under another award except where authorized by Federal statute.
- d. In accordance with the appropriate Federal grant being matched.

Invoices submitted to DEPARTMENT should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

32. REQUIRED INSURANCE: The GRANTEE shall maintain adequate protection against liability as specified in this Grant.

Automobile Insurance: If the GRANTEE'S services involve transporting any clients or goods for the DEPARTMENT, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$250,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Agreement.

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

Attachment G: Frequently Asked Questions

1. Do I need to submit both an electronic copy of my proposal and the paper copies? Yes. Programs need submit the application both ways. They are both due April 9, by 5:00 PM.
2. Will renewal of my grant be automatic or will I need to re-apply? An annual renewal contract agreement will be required. Programs will be required to submit a budget and updated letters of collaboration before renewing. The program must be meeting the goals and objectives listed in the grant application, meeting its budget obligations, complying with all applicable state and federal laws and regulations, and if the state and federal funding that this grant relies on continue to be available, then the grant will be renewed.
3. Is there a list of evidence based curriculum I should use for the Pregnancy/STI prevention components? Programs can find appropriate curriculum on the following site: <http://www.hhs.gov/ash/oah/oah-initiatives/tpp/tpp-database.html>. Other curriculum may be approved.
4. Is there anything that I can't use the grant money for? Yes. Funding must not replace existing funding (no supplanting). It can't be used to purchase credit or credit recovery packets for youth, provide activities during the school day, capital expenses and it can't be used to purchase used equipment from any source. See *Attachment E- Allowable Costs*.
5. When and how will grant money be distributed? The funds will be distributed on a cost reimbursement model and submittal of a quarterly invoice by a grantee to W&FL.
6. Are stipends for youth participation allowed? No. Youth may not be paid or monetarily compensated for attending the program.
7. Is a program that provides credit for attendance or night school eligible? No. Participants cannot receive school credit for attending the program.
8. How do I determine the need for specific types of programs in my community? There are several ways to assess the need. Municipal leaders, law enforcement, school counselors and principals, religious leaders, and human services program staff may be able to help document local need for youth prevention program funds.
9. What does no subcontracting mean? Programs can contract for specific activities and service. However a program may not subcontract the oversight and administration of the program. See *Attachment A- Scope of Work/Performance Requirements*.