

FY 2026 Emergency Food Assistance RFGA

Agenda

Introduction and Background

Eligibility Requirements

Application Overview

How to Apply

Question and Answer

Evaluation Score Sheet

Terms and Conditions

Q&A

Introduction

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

- Emergency Food Network
- Qualified Emergency Food Agency Fund



Emergency Food Network

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



Qualified Emergency Food Agency Fund

Grant program for qualified emergency food agencies in Utah

Eligible activities include:

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



Eligibility Requirements

Emergency Food Network (EFN)

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

Eligible organizations include:

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



Eligibility Requirements

Qualified Emergency Food Agency Fund (QEFAF)

- Must be a 501(c)(3) nonprofit organization, association of governments, or municipality currently operating a food pantry
- Must operate programs with the primary purpose of:
 - Warehousing food or food ingredients
 - Distributing food or food ingredients to other agencies and organizations providing food or food ingredients to lowincome persons, or
 - Providing food or food ingredients directly to low-income persons
- Must collect & maintain required records of taxdeductible donations



Grant Applications

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



Key Application Dates

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

Submit Questions by:

April 17th by 5:00 PM

Application Deadline:

April 18th by 11:59 PM

Must be submitted through WebGrants https://webgrants.utah.gov/index.do





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Emergency Food Assistance

Announcement	Eligibility Requirements Application Addendum Questions & Answers		
Almouncement	Eligibility Requirements Application Addendum Questions & Answers		
Grant Title:	Emergency Food Assistance		
Solicitation Number:	26-DWS-S002		
Funding Source:	State of Utah General Funds		
Application Deadline	April 18, 2025, 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 Dat	July 1, 2025		
Anticipated End Date	June 30, 2026		
Pre-Proposal Meeting (online only):	April 3, 2025, 1:30 p.m. MDT, meet.google.com/syq-ixty-dun		
Contact Information:	EFA Program Specialist: Caitlin Rangel, caitlinrangel@utah.gov, 801-526-9925 Contract Analyst: April Gardner, acgardner@utah.gov, 385-508-5014 EFA Program Manager: Karen Quackenbush, kquackenbush@utah.gov, 801-526-9922 For issues using the WebGrants system, direct questions to webgrantshelp@utah.gov and cc Caitlin Rangel, caitlinrangel@utah.gov		

Purpose

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

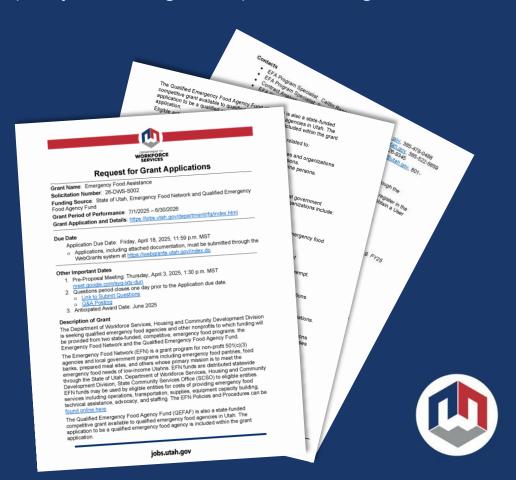
The Qualified Emergency Food Agency Fund (QEFAF) is also a state-funded competitive grant available to qualified emergency food agencies in Utah. The application to be a qualified emergency food agency is included within the grant application.

Eligible activities under the QEFAF grant include activities related to:

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

Accessing the EFA RFGA

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



Appendix

Appendix I – State Funding Received By Agency

- State law requires collection of other state funding applicants have received for all state funded grants
- Grants cannot be awarded if the funding would overlap with a state funded direct awarded grant that substantially serves the same purpose of existing award(s)

Appendix I State Funding Received by Agency

Organization:				
clude all state funding sources that have been owarded or committed to the applicant agency during the current state fiscal year. Do not include any funds that have been requested but not arded or committed.				
Current Existing Funding Sources	Amount	Direct Award or Competitive Grant Award	Period of Award	Purpose of the Award
rample: ate Funds: Qualified Emergency Food gency Fund	\$ 50,000.00	Competitive Grant Award	7/1/2024-6/30/2025	To meet the emergency food needs of low-income Utahns under the Emergency Food Assistance Grant
	Total Funding			
	ć c			

Attachments

Attachment A Terms & Conditions

Attachment B Scope of Work

Attachment C Example Grant Application

Attachment D Budget Instructions

Attachment E Evaluation Scoresheet



Attachment B SCOPE OF WORK

Emergency Food Assistance

Name of Grantee

I. Purpose/Background

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

II. Grantee Responsibilities

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

C. Notice

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

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

D. Safety and Liability

- 1. Provide, distribute, or support emergency food services in a safe and fair manner in compliance with all applicable laws and codes.
- E. Licensing and Permits
 - 1. Maintain current required permits, licenses, and designations.

Scope of Work

Review attached template scope of work before submitting

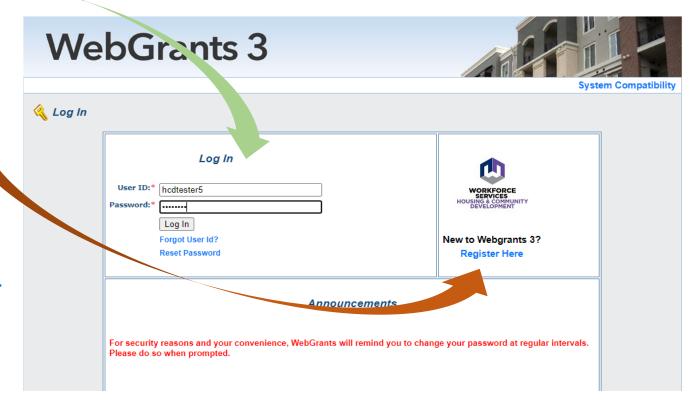


Application OverviewWebGrants Instructions

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



Application OverviewEFA Funding Opportunity

 Use the "Menu" button to navigate back to the WebGrants 3 homepage

 Select "Funding Opportunities"









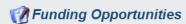












Current Funding Opportunities

All currently posted opportunities appear below. The Application Deadline indicates the due date for the ication submission. You will be unable to submit your application after this

Click on the title to open the Funding Opportunity summary.

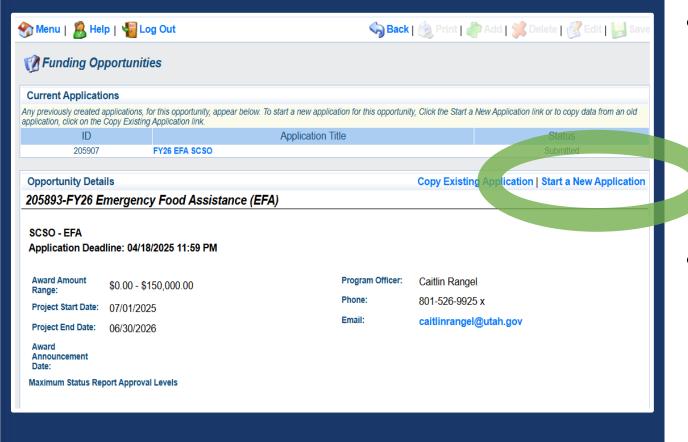
Click on the column headers to sort list of Opportunities.

	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
	196072	Housing and Community Development	Community Development Block Grant	2023 Community Development Block Grant	01/31/2023	05/31/2023
	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 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
03128 23838 02877	03128	Homelessness Programs Office	Housing Opportunities for Persons with AIDS	HOPWA Projects FY21	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 polication Deadline not
	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 Applicable
	197145	State Community Services Office	SCSO - EFA	FY26 Emergency Food Assistance (EFA)	Pre-Application Deadline not Applicable	4/18/2025

- Select the Opportunity Title "FY26 Emergency Food Assistance (EFA)"
- If at any point during the application process you need to return to the previous page, use the "Back" function at the top tool bar



Starting the Application



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

Opportunity Details

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

Description

Description

Overview

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

Emergency Food Network

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

EFN Eligibility Requirements

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

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

Qualified Emergency Food Agency Fund

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

QEFAF Eligibility Requirements

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

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

Attachments

Click on the File Name to open attachment

Description File Name
FY26 EFA Application Instructions FY26EmergencyFoodAssistanceFOInstructions.doc

Website Links

Click on the URL to go to website

URL

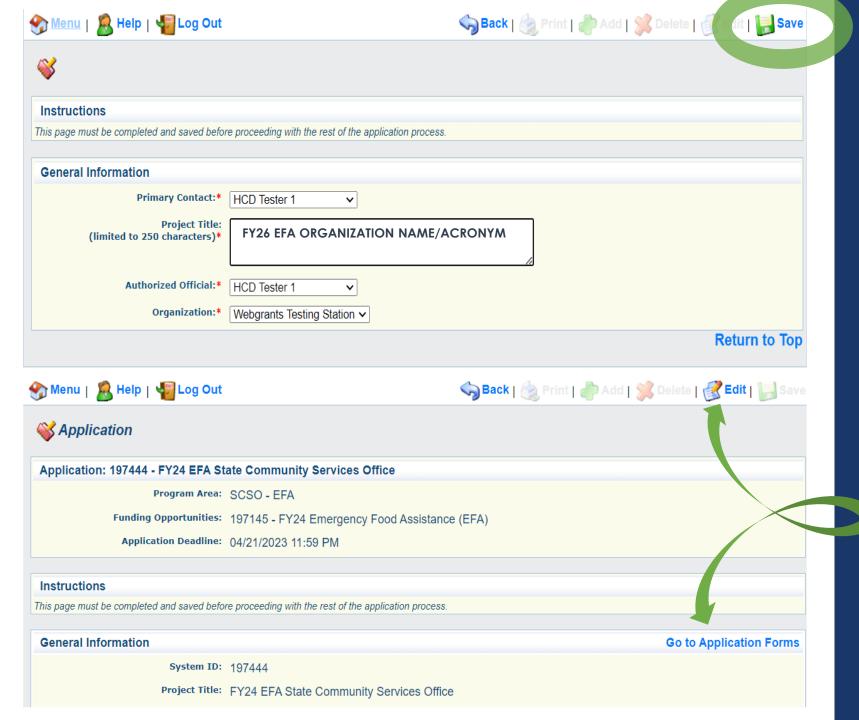
https://jobs.utah.gov/housing/scso/efn/

Description

Emergency Food Network



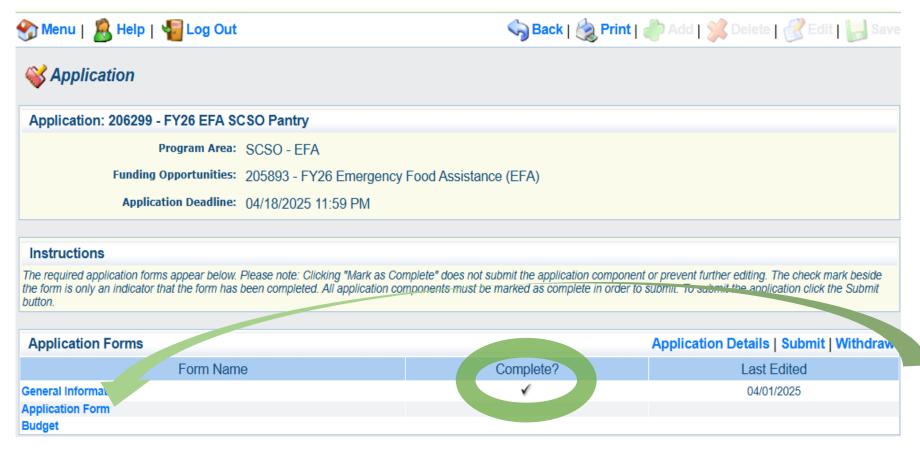
File Size



General Information

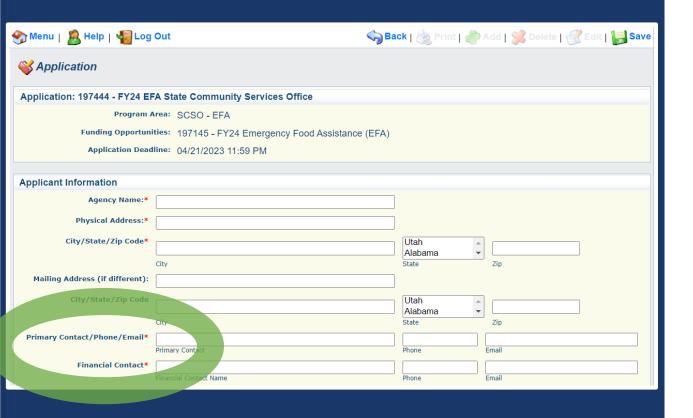
- For uniformity, enter your Project Title as "FY26 EFA (YOUR AGENCY NAME/ ACRONYM)"
- Once completed, click Save
- Option to edit response or select "Go to Application Forms" to continue with the application

Navigating Your Application



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

Accurate Contact Information



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



Organizational Information

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



Application Highlights

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



- 1. In 1-2 paragraphs, please introduce us to your agency focusing on:
 - a. Overview of services
 - b. Your agency's strengths
 - Geographic characteristics (including hardships) that may affect service and accessibility



- 2. What does your agency recognize as the greatest contributors to food insecurity in your agency's service area? How do these funds improve access to emergency food services and support overall food security in the community?
- 3. What will this funding be used for? Be specific including positions and number of FTEs when discussing salaries/ benefits and specific operational costs or specific projects that build capacity. If your agency has more than one location/service type, identify which project will be funded with EFA.

- 4. Emergency Food Assistance (EFA) is a limited funding source. Please provide a description of why funding is needed at the requested level. Include in your response your agency's history with EFA grant management; your agency's client outcomes last year; your agency's partnerships and leadership in addressing food insecurity in your service area.
- 5. What percentage of your emergency food services budget would be funded by this grant application? If your agency does not receive this funding, what is your agency's plan to continue operations?

- 6. What outcomes will this grant fund? What specific, measurable targets will indicate the agency has met these outcomes?
- 7. Unduplicated households served with EFA funds is a required outcome indicator for this grant. How many unduplicated individuals/households does your agency plan to serve in the coming year with this funding? If your agency received EFA funding in the prior year, did the projection of unduplicated households served increase, decrease or stay the same? Explain.



Proposal Information Definition

Unduplicated Count

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



- 8. Describe how your agency tracks clients and ensures unduplicated numbers for reporting.
- 9. These funds were established by the Utah Legislature to serve low-income Utahns. How does your agency define and determine low-income eligibility? Describe your agency's intake process.



Attachments and Application Checklist

Attachments	
Non-profits only: Attach proof of 501c3	Choose File No file chosen
Attach most recent audit, financial review, or 990*	Choose File No file chosen
Proof of registration as an entity with Office of Lt. Governor?*	Choose File No file chosen
List of board of trustees*	Choose File No file chosen
Proof of Insurance	Choose File No file chosen
Appendix I – State Funding Received By Agency*	Choose File No file chosen
Indirect Cost Rate Letter or Cost Allocation Plan (if applicable)	Choose File No file chosen

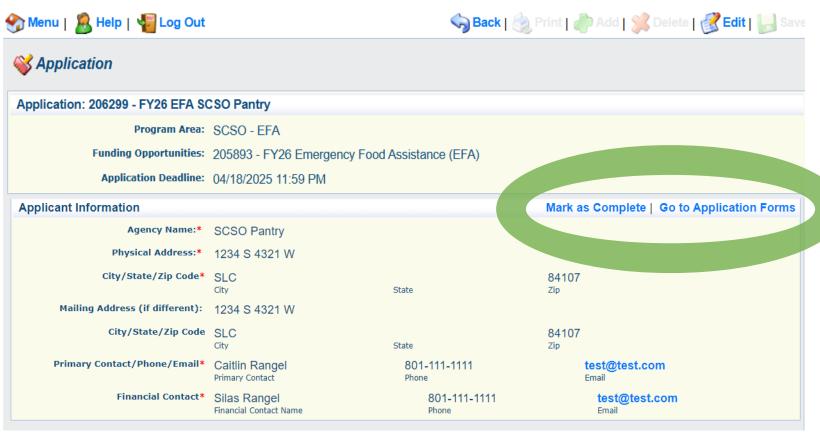
SUBMISSION CHECKLISTS

Pre-Application Checklist				
	Employer Identification Number (EIN)			
	Register in WebGrants, if the applicant has not previously used the system.			

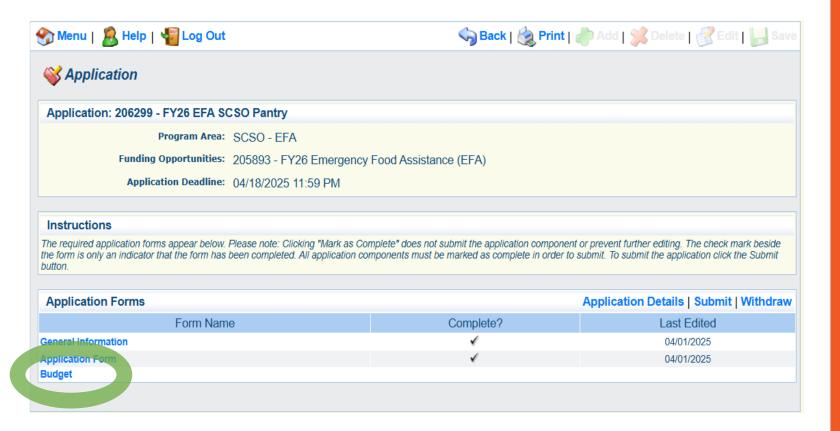
Application Checklist				
	Complete all sections of the funding opportunity in WebGrants: General Information, Application Questionnaire, Attachments, Budget			
	Complete and attach Appendix I – State Funding Received by Agency			
	Attach proof of 501(c)(3) status, if applicable			
	Attach most recent audit, financial review, or 990			
	Attach proof of registration as an entity with the Office of the Lt. Governor, if applicable			
	Attach list of Board of Trustees			
	Attach Proof of Liability Insurance – not required for Government Entities			
	Attach Indirect Cost Rate Letter or Cost Allocation Plan – if applicable			



Completing Sections

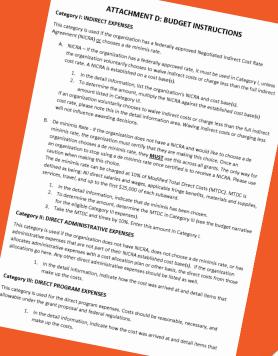


- After checking for accuracy and saving, mark each section as complete
- You can also save, and select "Go to application Forms" if still in progress



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

Budget





Entering Budget Details



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

Category II – Indirect Costs

Category II - Direct Administrative Expenses

If the organization <u>DOES NOT</u> have a NICRA and chooses not to use the de minimis rate, the organization <u>must</u> 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.

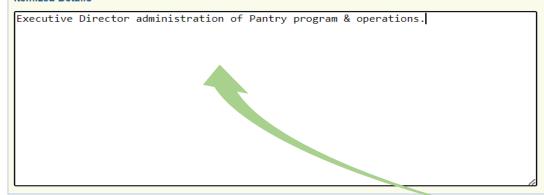
Space Costs: Rent, lease

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.

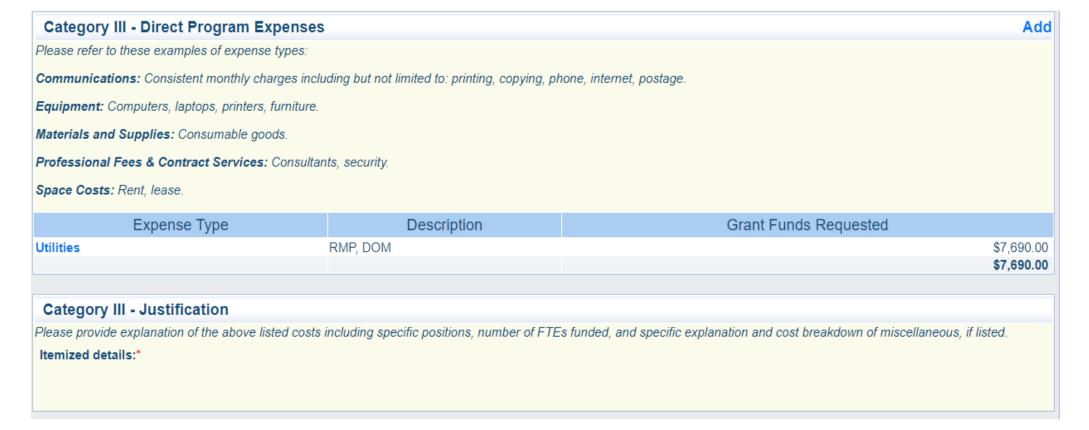
Itemized Details



- Category II is for Indirect Expenses, not directly related to program costsshould have a cost allocation plan in place
- Entered justification provides context for requested amounts

Category III – Direct Program Expenses

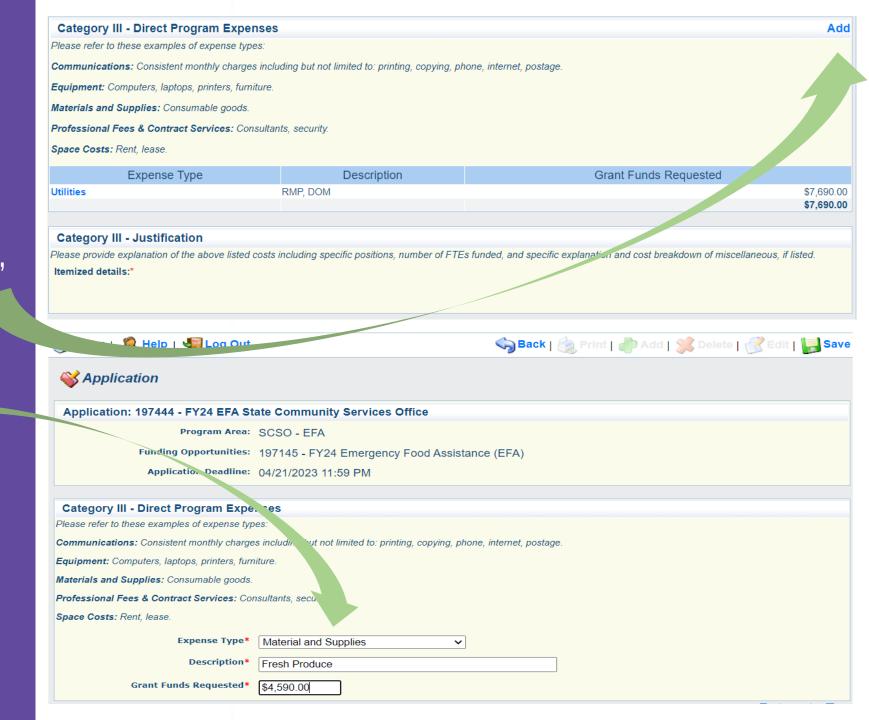
 Category III is for anything that is directly related to DIRECT program expenses





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



Finalizing Budget Section

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

Total Category I, Category II, and Category III Expenses

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

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Category I - Indirect Costs $0.00

Category II - Direct Administrative Expenses $3,916.00

Category III - Program Expenses $12,280.00

Grand Total $16,196.00
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Application: 206299 - FY26 EFA SCSO Pantry

Program Area: SCSO - EFA

Funding Opportunities: 205893 - FY26 Emergency Food Assistance (EFA)

Application Deadline: 04/18/2025 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

Application Forms	Application Details Submit Withdraw			
Form Name	Complete?	Last Edited		
General Information	✓	04/01/2025		
Application Form	✓	04/01/2025		
Budget	✓	04/01/2025		

WebGrants 3























Application Submitted Confirmation

You have successfully submitted your FY26 EFA SCSO Pantry Application with Application ID: 206299.

Submitting the Application

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



Question and Answer

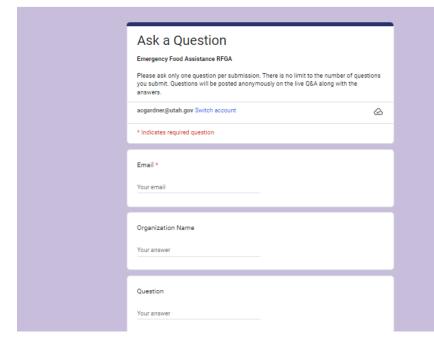
Thursday April 17 5:00 p.m.

Link to Submit Questions



EMERGENCY FOOD ASSISTANCE

ASK A QUESTION



Posted Answers

EFA Q&A



EMERGENCY FOOD ASSISTANCE

QUESTIONS & ANSWERS

Last update: 16 January 2024

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



FY26 Emergency Food Assistance RFGA

		Score will	be assigned	l as follows:		strengths		
Applicant:			no response			aphical characteristics (including hardships) to		
Evaluator:		2 = Fair, not	fully responsi	ole to questions		ct service and accessibility.		
Date:		3 = Average, 4 = Above A		um expectation f		ct service and accessibility.		•
						What does your agency recognize as the greatest		
South of Check (Admin)	control Check (Admin)		Point	s Possible		contributors to food insecurity in your agency's sevice area?	V	
DWS Good Standing Review: If this is a returning applicant, ar	re therreso	lved or ongo	ing findings	or	4	How do these funds improve access to emergency food		
non-compliance issues for the applicant?		1	50 =	No Issue	1			
Applicant Information Section, Organization or Section and Staffing, and attachments.	ion, location		25 = M 0 = M			services and support overall food security in the community?		
Is this a rural project/location an under-served area? (Organization				7	3	What will this funding be used for? Be specific including		A
Information Section County/counties served by applying agency. If multiple counties insted it is because the agency has fixed sites or mobile food					ľ		,	\
each in those countles.)					1	positions and number of FTEs when discussing salaries/		Λ
Proposal Information	Evaluator Score (0-5)	Criteria Weight	.*			benefits and specific operational costs or specific projects		- 1 🖊
1 In 1-2 paragraphs, please introduce us to your agency focusin	. ,	veigne	-		1	that build capacity. If your agency has more than one		_ \
a • Overview of services b • Your agency's strengths		1	/		1	location/service type, identify which project will be funded		
c • geographical characteristics (including hardships) that may		1 /	/		1	with EFA.		
affect service and accessibility.					4			+
What does your agency recognize as the greatest contributors to food insecurity in your agency's sevice area?					"	Emergency Food Assistance (EFA) is a limited funding source.		
How do these funds improve access to emergency food services and support overall food security in the community?		"			1	Please provide a description of why funding is needed at the		
3 What will this funding be used for? Be specific including		\blacksquare			1	requested level. Include in your response your agency's		
positions and number of FTEs when discussing salaries/ benefits and specific operational costs or specific projects					1	history with EFA grant management; your agency's client		
that build capacity. If your agency has more than one location/service type, identify which project will be funded					1			
with EFA.		Ш			1	outcomes last year; your agency's partnerships and		
Emergency Food Assistance (EFA) is a limited funding source. Please provide a description of why funding is needed at the					1	leadership in addressing food insecurity in your service area.		
requested level. Include in your response your agency's					⊢			+
history with EFA grant management; your agency's client outcomes last year; your agency's partnerships and					5	What percentage of your emergency food services budget		
leadership in addressing food insecurity in your service area.					1	would be funded by this grant application? If your agency		
5 What percentage of your emergency food services budget would be funded by this grant application? If your agency					1	does not receive this funding, what is your agency's plan to		
does not receive this funding, what is your agency's plan to continue operations?					1	continue operations?		
6 What outcomes will this grant fund? What specific,					6	What outcomes will this grant fund? What specific,		+
measurable targets will indicate the agency has met these outcomes?					ľ	measurable targets will indicate the agency has met these		
7 Unduplicated households served with EFA funds is a required outcome indicator for this grant. How many unduplicated	1				1			
Individuals/households does your agency plan to serve in the coming year with this funding? If your agency received EFA		3			\vdash	outcomes?		
funding in the prior year, did the projection of unduplicated households arrived increase, decrease or stay the same?		ľ	1		7	Unduplicated households served with EFA funds is a required		
Explain.		1	\		1	outcome indicator for this grant. How many unduplicated		
8 Describe how your agency tracks clients and ensures unduplicated numbers for reporting.		2	Λ		1	individuals/households does your agency plan to serve in the		
These funds were established by the Utah Legislature to serve low-income Utahns. How does your agency define and			Τ\			coming year with this funding? If your agency received EFA		
determine low-income eligibility? Describe your agency's		2	1		1	funding in the prior year, did the projection of unduplicated		_ //
Intake process.	Evaluator	Criteria	% of		1			
Budget Budget filled out completely and correctly.	Score (0-5)	Weight 2	Criteria 7.1%		1	households served increase, decrease or stay the same?		
Budget budget makes sense for project.		2	7.1%		\perp	Explain.		
			100.0%		8	Describe how your agency tracks clients and ensures		
Required Point Threshold Min Points Points Percen		Paras	1	unduplicated numbers for reporting.				
Required Earned		Earned	9	These funds were established by the Utah Legislature to	_			
100.0 0.0 0.0%		Y						
Prior Year Grant Performance Management Scor		Score	Point	s Possible	(Pass/)	serve low-income Utahns. How does your agency define and		
Timeliness & Quality of Claims Accuracy, Timeliness, and Responsiveness in Reporting				20		etermine low-income eligibility? Describe your agency's		
				20		e process.		
Total Evaluation Points	Percent of Total	Points Possible	Points Earned	Evaluate (Pass/Fail)				

Quality Control Check (Admin)

DWS Good Standing Review: If this is a returning applicant, are there unresolve non-compliance issues for the applicant?

Quality Control Check for Application: completeness, accuracy, review of Applicant Information Section, Organization Information Section, location and staffing, and attachments.

Is this a rural project/located in an under-served area? (Organization Information Section-County/counties served by applying agency. If multiple counties are listed it is because the agency has fixed sites or mobile food counties are listed it is because the agency has fixed sites or mobile food outreach in those counties.)

Proposal Information

Evaluation Score Sheet

Evaluation and Award

- Administrative and Evaluation Committee Review following application deadline
 - Maximum of 200 points for new applicants
 - Additional 60 points possible for returning grantees based on prior year performance
- Applications scoring below 50% of total possible points may not be considered
- Anticipated Award Notices May 2025



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





Terms and Conditions



3 Conflict of Interest

- corporated by reference.
- Confidential Information" applicable state and federal laws, including but no cess and Management Act (GRAMA) Utah Code 63G ht to identify, during and after this Agreement
- ndividual or entity receiving the funds identified in this

- GRANTEE is responsible for under the terms of this Agreement. Additionally, the ubgrantee" or "subcontractor" also refers to individuals or entities that have greed to perform all or most of the subgrantee's duties under this Agreement; or (2 ederal law requires this Agreement to apply to such individuals or entities

- - will not hire or subcontract with any person having such conflicting interest(s)
 - GRANTEE will notify DWS immediately upon learning of such a conflict and shall take
 - 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, aun ıncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, v. son-in-law, daughter-in-law, grandparent or grandchild
 - GRANTEE shall not use Grant funds to make any payments to an organization which has common with GRANTEE either: a) owners or partners who directly or indirectly own ten others with authority to establish policies and make decisions for the organization
- OCUREMENT ETHICS: Grantee certifies that it has not offered or given any gift or

- 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-inlaw, 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.

- 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;

5 Related Parties

the procurement of this Agreement.

- LEATED 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
- 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
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- d. Upon notification of proposed related party payment, DWS may, at its discretion:
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 - 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
- v. the decision-making authority of the individuals identified in "i" and "ii" above
- with respect to the applicable transaction;
- vii. the potential effect on this Agreement if the payment to the related party is m
- and
 viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects
- resulting from the identified parties' relationship.

 Y: GRANTEE shall be fully liable for the actions of its agents, employees, officers.

tate of Utah from all claims, losses, suits, actions, damages, and costs of every passescription arising out of GRANTEE; performance of this Agreement caused to enterthinolal act registers, and the properties of GRANTEE; its agents, employees, officers, partners, suits, or buckers, to the sole of the properties of the sole fault of the control of any claim, loss, or damage arising hereung one to the sole fault of DWS. The traities agree that if there are any limitations of the partners of the sole fault of DWS. The activities of the sole of the sole of the sole of the sole fault of DWS. The activities of the sole of the so

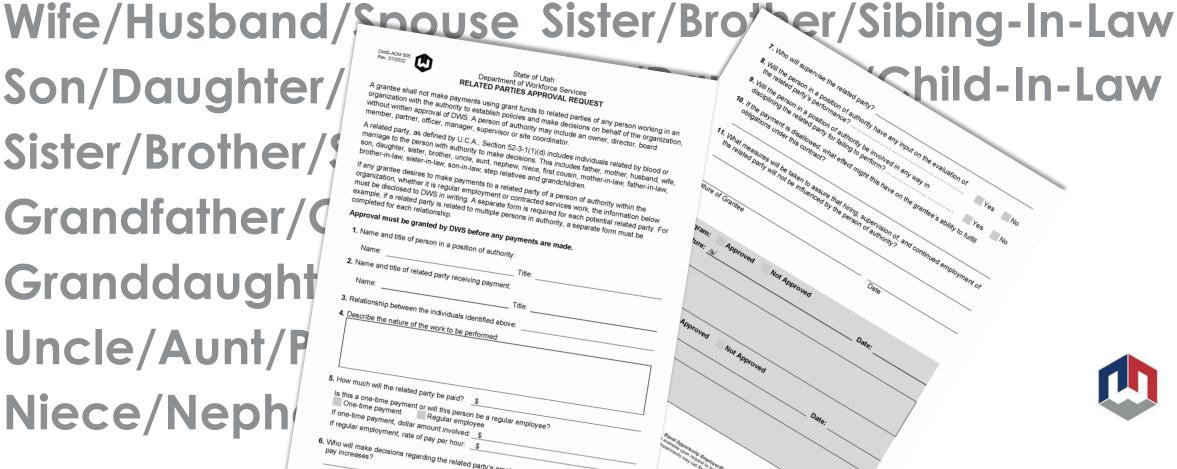
INDEMNIFICATION RELATIVE TO THE LECTUAL PROPERTY: GRANTEE will indemnify and hold DWS and the Stata are namiless from and against any and all damages, expenses (including reasonate correspys fees), claims, judgments, liabilities, and costs in any action or claim brought and so for the State of Utah for infringement of a third party's copyright, trade secrete, or other proprietary right. The parties agree that if there are any

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Related Parties Continued

Father/Mother/Parent Father/Mother/Parent-In-Law

Son/Daughter/ Sister/Brother/ Grandfather/ Granddaught Uncle/Aunt/P Niece/Neph



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.

6 Indemnity

respect to being a garded this Agreement. Grantee shall not give or offer any compensation, gratuity, contribute, loan, reward, or promise to any person in any official capacity relating to the procurement of the Agreement.

- 5. RELATED PARTIES
 - NTEE shall no see Grant funds to make any payments to related parties without the written conser of DWS. GRANTEE is obligated to notify DWS of any contemplated and party payment hor to making a purchase. Payments made by GRANTEE to related see without prior with a consent may be disallowed and may result in an overpayment soment.
- GRANTEE is defined as all of ars, partners, directors, and officers of GRANTEE or oth with authority to establish point and make decisions for GRANTEE.
- c. Related parties is defined as:
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 - An organization with directors, officers, others with the authority to estab policies and to make decisions for the on vization who is related to GRANTE through blood or marriage, as defined abo
- Upon notification of proposed related party payment, VS may, at its discretion i. Require GRANTEE to undertake competitive bid of for the goods or serv
- ii. Require satisfactory cost justification prior to pays of, or
- iii. Take other steps that may be necessary to assure to the goods or service provided afford DWS a satisfactory level of quality and set.
 Any enterty control product of the property of the proper
- Any related-party payments contemplated under this Agreement aust be disclosed or written statement to DWS which shall include:
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- ii. the name of the other related party
- the relationship between the individuals identified in "i" and "ii" abo
 a description of the transaction in question and the dollar amount inv
- the decision-making authority of the individuals identified in "i" and "ii" with respect to the applicable transaction;
- vi. the potential effect on this Agreement if the payment to the related party disallowed;
- and
- 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; performance of this Agreement caused by any intentional a 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 analy to injuries to persons, including earth or to dranges to property of DWS.
- 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 Utlah 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.

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14 Grantee Assignment and Subgrantees/ Subcontractors

OWNEDSHIP IN INTELLECTUAL DRODERTY.

- a. Was also rowlv each release the tability and of person of pile, the, or line tas, plop tear you otherwise, in the intellectual property owned of gested by the other, unless otherwise agreed upon by the parties in writing, all does derik, records, programs, date, articles, memorande, and other meterials not developed or licensed by GRAVTE prior to the memorande, and other meterials not developed or licensed by GRAVTE prior to the memorande, and other meterials not developed on the property of the pro
- harmless from and against all dair Jes, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim fought against the State for infringement. STANDARD OF CARE: Grantee and occurrectors shall perform in accordance with the tandard of care exercised by license members of their respective professions having substantial xperience providing similar servery, including the type, magnitude, and complexity of the
- of cire.

 10. AMENDMENTS: This Agr shent may only be amended by the mutual written agreement of the parties, provided that the immediment is within the Scope of Work of this Agreement and is within the scope/purpose of a criginal solicitation for which this Contract was derived. The amendment will be attached and if she are not of this Agreement, Automatic reveals will not adoubt to this
- Agreement, even if sted elsewhere in this Agreement.

 I. 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
- GRANUEL for large and users electronic payment reas of any kind.

 1. HUMAN-5 JECTS RESEARCH: GRANTEE shall not conduct non-exempt human-subjects research as defined by 45 CFR part 46, involving employees of DWS or individuals receiving service, whether direct or contracted) from DWS. Program reporting and evaluation are not
- 13. GP TEE RESPONSIBILITY: GRANTEE is solely responsible for fulfilling the statement of work or this Agreement, with responsibility for all services performed as stated in this Agreement, RANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE shall be timed incorporate of RANTEE states or the sole point of contact regarding all matters related to this Agreement. GRANTEE is responsibilities under this Agreement into every sole of RANTEE is responsibilities under this Agreement into every sole of the property of the proper
- GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every
 - GRANTEE ASSIGNMENT AND SUBGRANTEE/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:
 - OHANIEL enters into Subcontracts for Brogardies 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 tratins full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
 - ii. <u>Frovisions Required in Subcontracts</u>: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities after for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state is use identified in this Agraement, if subcontracts regarding the federal and state is use identified in this Agraement, if subcontracts regarding the federal and state is used in the federal regions. Cook Accounting in immediate and frame fails regions to a well as other laws and grant provisions identified in SC F.R. § 29:2.3 by a well as other laws and grant provisions identified in SC F.R. § 29:2.3 by a federal region of the federal regions of the federal regions and grant provisions identified in SC F.R. § 29:2.3 by a federal region of the federal regions of the federal regions
- Work, shall act in an independent capacity and not as officers or employees or ago the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

- a. <u>Assignment</u>: 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. <u>Duties of Subgrantee/Subcontractor</u>: 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. <u>Provisions Required in Subcontracts</u>: 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).

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16 Monitoring

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 nequirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audt, third party monitoring, expenditure document review or violen/phone conferencing. Any onsite monitoring will take place during normal business hours.
 If it is discovered that GRANTEE is in default froit in compliance with the Agreement).
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), GRANTEE mpb e subject to senantions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds, 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 ustower-setsfaction surveys. GRANTEE
- GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRAF
 agrees to cooperate with all DWS-initiated customer feedback.
- EVALUATIONS: DWS may conduct reviews, including but not limited to:
 i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and
- ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grartee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreem
- sentions under this Appearant; or (ii) GRANTEE material breach of any term or condition of this seament. DWS may issue a written notice of default providing a ten (10) day period in which. ATEE will have an opportunity to cure. In addition, DWS will give GRANTEE only one opportunit, or correct and cease the violations. Time allowed for cure will not defining no eliminate GRANTEE's in, but for demages. If the default remains after GRANTEE has been provided the opportunity to a. DWS may do one or more of the following: (1) exercise any remedy provided by law or equity; (iii. a DWS may do one or more of the following: (1) exercise any remedy provided by law or equity; (iii. a DWS may do one or more of the following: (1) exercise any remedy provided by law or equity; (iv. a DWS may do not or more of the following: (1) exercise any remedy provided the control of the provided of the control of the provided of the control of the provided of the provid

AGREEMENT TERMINATION

- upon written notice given to cocher party. The party in violation will be given ten (10) days after written notification to crect and cases the violations, after which this Agreement may be terminated for the immediately and subject to the remedies herein Time allowed for cure will not diminish alliminate GRAVITEE's liability for damages.
- b. Immediate Termination: If GRANTEEs are or is likely to create a risk of harm to the clients served under this Agreement, or if an uper provision of this Agreement (including any provision in the attachments) allows DWS. Imminate the Agreement immediately for a violation of that provision, DWS may terminate be a Nagreement immediately by forling GRANTEE in writing. DWS may also terminate this Agr. agent immediately for fraud, misrepresentation, misappropriation, or mismanagement, viatemined by DWS.
- c. No-Cause Termination: This Agreement may be terminated thout cause, by either
- d. Termination Due to Nonappropriation of Funds, Reduction o. eds., or Changes in Law: Upon thirty (3d) days' withen notice delivered to the ReATILS. his Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWs. aeconobly determines that: (i) a change in Federal or State legislation or applicable law, sterially affects the ability of either party to perform under the terms of this Agreement, highly discretified that the sole of the second party of the second party of the second party of available forms as used in this paragraph include, but in 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.

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- 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:
- i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
- ii. 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. 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.

18 Agreement Termination

16. MONITORING:

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- b. If it is discovered that GRANTEE is in default of in compliance with the Agreement), GRANTEE may be subject to sentions which in include warnings, audits, temporary suspension of payments, termination, demand to the return of funds, or suspension/debarment from participation in future. WS grants and contracts. Default may also profit in the perceitation of other prognents to be one CRANTEE and DIMS.
- also result in the cancellation of other agreements be pen GRANTEE and DWS. GRANTEE understands that DWS may conduct custome, satisfaction surveys. GR agrees to cooperate with all DWS-initiated customer feed. k.
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- Subcontractors' work.

 ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, are
- REVIEW: DWS may perform plan checks, plan reviews, ot serviews, and comment upon the Services of Grantees. Such reviews do not valve the requirement of Grantee to meet all of the terms and conditions of this Agreem 17. DEFAULT: Any of the following events will constitute cause for DWS to declare \(&MYEE in \)
- 17. DEFAULT: Any of the following events will constitute cause for DWS to declare "AVTEE in default of this Agreement, (i) GRANTEEs non-performance of its contractual requir, entries and obligations under this Agreement; or (ii) GRANTEE's material breach of any term or indition of this Agreement. DWS may issue a written notice of default providing a ten (10) day paid in which GRANTEE will have an opportunity to cure. In addition, DWS will give GRANTEE on one opportunity to correct and cease the violations. Time allowed for cure will not driminish or explanted GRANTEE's liability for damages. If the default remains after GRANTEE has been provided this opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provide.

future grants or contracts from DWS or the State of Utah; or (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.

18. AGREEMENT TERMINATIO

- 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 hereir Time allowed for cure will not driminate for calimated EAMTFS! 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 diabeling any provision in the attachments) allows DWS to terminate the Agreement immediately or 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 native 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: (1) 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 DWSs ability to pay under this Agreement. A change of available funds are 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.

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Agreement Termination Continued

- e. **Accounts and Payments at Termination**: Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
- f. **Remedies for GRANTEE's Violation**: In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.

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

- e. Accounts and Payments at Termination: Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forther 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.
- f. Remedies for GRANTEE's Violations: 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 demages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
 ISPUTE RESOLUTION: Prior to either party filing a judicial proceeding, the parties agree to
- DISPUTE RESOLUTION: Prior to either party filing a judicial proceeding, the parties agree to ticipate in the mediation of any dispute. DWS, after consultation with the GRANTEE, may appoint and to repaid of experts to assist in the resolution of a dispute. If DWS appoints such an exper or pain DWS and GRANTEE agree to cooperate in good faith in providing information an documents, but expert or panel in an effort to resolve the dispute.
- 20. SUSPENSION VORK: If DVS determines, in its sole discretion, to suspend Grantee's responsibilities but, streminate this Agreement, the suspension will be initiated by formal writtn notice pursuant to their use of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal writt. outcle from DVS.
- 21. FORCE MAJEURE: Nether page to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, but which is beyond that party's reasonable control. DWS materiminate this Agreement after detending such delay will prevent successful performance of the Agreement.
- ATTORNEYS' FEES and COSTS: In the even figure judicial action to enforce rights under the Agreement, the prevailing party shall be entitled to costs and expenses, including reasonable attorney's fees incurred in connection with such actors.
- 2c. CITING WORKFORCE SERVICES IN GRANT PROGRAM
 give credit to Workforce Services for funding in all written and "so promotion, marketing or discussion of this program, including but not limited to brochures, in informational materia paid advertisements, and social media. All formal promotion, marketing via of ortherwise), opublic information programs will be coordinated with the assigned Public In. section Officer for Workforce Services. It is within DWS's social descrition whether to approve them, straining and the program of the progra
- 25. LICENSING AND STANDARD COMPLIANCE: By signing this Agreement, GRANTEE adnowledges that it currently meets all applicable licensing or other standards required by an attate laws or regulations and ordinances of the city/county in which services or care is 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 CF 200 (Uniform Administrative Redurements 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
- Agreement shall be new and free from defects; (c) goods and services perform according to claims that Grantee made in its Proposal; (d) goods and services are suitable for the purposes for which such goods and services are usuable for the purposes of which such goods and services are usuable for any special purposes identified in the Grantee's Proposal; (f) goods are proposal good and manufactured, and (g) goods create no harm to presens or property. See warrants and assumes responsibility for all goods that it selfs to the State usual Agreement for a period of non-west unless a longer enorgic is secrified elsewhere in its comment. Grantee authorised and comment.

. 07/11/2024 Page **5** of **11**

26 Laws and Regulations

30 Compliance with Generally Applicable State and Federal Laws

hat all warranties granted to the buyer by the Uniform Commercial Code of the State apply to thi Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this greement 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 lothing in this warranty will be construed to limit any rights or remedies the State may otherwi

- 8. TIME OF THE ESSENCE: Services shall be completed by the deadlines stated in this Agreemen 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 DEBARMENT: For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEI

pluntarily excluded from participation in any contract by any governmental entity during

- 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 obbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject
- By accepting this Grant, the GRANTEE assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain n compliance with such laws for the duration of the Grant:
 - 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 limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizensl or participation in any WIOA Title I-financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits disci on the bases of race, color, and national origin:
 - Section 504 of the Rehabilitation Act of 1973, as amended, which proh
 - discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibit
- discrimination on the basis of sex in education programs.

 GRANTEE acknowledges that grant funds may not be used for the purpose of a "prohibited" riminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited iscriminatory practices include practices that are based in part on an individual's race GRANTEE certifies that it will not use grant funds to engage in a prohibited discriminator ractice during the term of this Contract, and that if it does, it shall promptly notify the

- 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 is 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.
 - 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.

Compliance with Generally Applicable State and Federal Laws Continued

- d. GRANTEE acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. GRANTEE certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.
- e. 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.
- f. <u>Workers' Compensation Insurance</u>: 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.

- 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 GRAMTEE 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.
- f. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor amployees related to this Agreement. Workers' compensation insurance shall cover full its up under the workers' compensation laws of the jurisdiction in which the work is seen to be stational limits required by each dispetition.
- 31. COMPLIANCE WITH WIROUMENTAL REVIEW REQUIREMENTS: If applicable, DWS funding is contingent upon the GN. FE complying with 24 CFR Part S8 by, among other things, completing the following: (1) Pro. 1 and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish. Slic notices and submit documentation; (3) Receive an environmental clearance letter or an Authon. I not to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. GRAN. 5 must adhere to the requirements of 24 CFP Part S8. Should GRANTEE violate 24 CFR Part S8 prior 1 suring, or following completion of the construction of the project, funds disbursed under this Agree. It shall be immediately due and payable to DWS.
- 32. WORK ON STATE OF UTAH PREMISES: GRANTEE shall ensure that pee neel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of premises including DWS substance abuse and drug free workplace standard; (ii) remain in a large darea (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.
- DWS for the duration of the Agreement.
- 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.
- 35. GREVANCE 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 altotype DWS. Contract Owner of the grievance and its disposition of the matter.
- 36. PROTECTION AND USE OF CLIENT RECORDS: GRANTEE shall comply with the Government

renews an agreement with a governmental entity and processes or has access to personal dapart of the GRANTEE's duties under the agreement, is subject to the requirements of these. A with regard to the personal data processed or accessed by the GRANTEE to the same with as required of the opvernmental entity.

RANNEE shall ensure that its agents, officers, employees, partners, volumers and Subgrantees keep all Confidential Information strictly confidential. GRANTEE shall mediately notify DWS of any potential or actual misuse or misappropriation of Confident emormation. The use or disclosure by any party of any personally identifiable information concerning a recipient of service under this Agreement, for any purpose not directly or ected with the administration of DWS's or GRANTEE'S responsibilities with respect to this or element is prohibited except as required or allowed by law.

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35 Grievance Procedure

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 Records Administration

GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required emedies 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, m claims related to a breach of this duty of confidentiality, including any notification

- . RECORDS ADMINISTRATION: GRANTEE shall maintain or supervise the maintenance of all ecords 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 mployees or others who might reasonably have information related to such records. Furthe SRANTEE agrees to include a similar right of the State to audit records and interview staff in any
- - nyoices and supporting documentation in accordance with GRAMA. Except for section
- - he limits of the CGL insurance policy will be no less than regate per occurrence. Non-governmental entity GRANTEE must add DWS as an additional insured with notice of cancellation
 - pmobile liability (CAL) insurance from an insurance company authorized v damage liability and be applicable to all vehicles used in the performance of ces under this Agreement whether owned, non-owned, leased, or hired. The 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 section and agrees to the Indemnity section of this Agreement
 - 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 rrors, omissions or negligence related to the professional services provided under this

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39 Required Insurance

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 encoping and survives the termination or excitation of this

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

- 37. RECORDS ADMINISTRATION: GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEES performance and the payments made by DW 5to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at less six (6) years after final payment, or until all addist 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 subcortract related to performance of this Grant. Such access will be during normal busines hours, or by appointment.
- 38. PUBLIC INFORMATION: GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private dis oution accordance with the State of Ulah's Government Records Access and Management Agr. SRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of the Agreement invoicement.
- application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRAMTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.
- 39. REQUIRED INSURANCE: GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance overage described below. Non-operamental entity, GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DMS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEES failure to maintain required insurance for the term of this Agreement bile agrounds for immediate termination. DMS reserves the right to 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.
 - 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-povernmental entity GRAVITEE must add the State of Utah p, DVBs as an additional insurad 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 body injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owner, on-owner, 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 the Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, GRANTEE may statisfy this insurance requirement by submitting proof that the subcontractor has compiled with this section and agrees to the Indemnity section of this Agreement.
 - ... 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 of 15,100,000 per cocurrence and three million of olders (\$3,000,000) aggregate. This professional liability insurance (maintaice insurance) shall cover damages caused by professional sincise or negligence released to the professional services provided under this Agreement.

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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 upto-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.

Required Insurance Continued

- c. If GRANTEE employs doctors, dentists, social workers, mental heal or other professionals to provide services under this Agreement, (maintain a policy of professional liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate. This professional liability insurance ("mainsurance") shall cover damages caused by errors, omissions or related to the professional services provided under this Agreem
- d. Workers' compensation insurance for all employees and subcomployees. Workers' compensation insurance shall cover full list workers' compensation laws of the jurisdiction in which the ser performed.
- e. GRANTEE also agrees to maintain any other insurance policie Agreement.

Grantee shall add the State as an additional insured with notice Grantee shall submit certificates of insurance that meet the abprior to performing any Services, and in no event any later than Agreement award. Failure to maintain required insurance or to insurance as required is a material breach of this Agreement of immediate termination.

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State of Utah Department of Workforce Services 140 g 00 g	CANCELLATION
140 E 300 S Falt Lake City, UT, 84111	DATE THEREOF, NOTICE WILL BE CAND
ACORD 25 (2016/03)	SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, MOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY AUTHORIZED REPRESENTATIVE
The ACORD name and long and	Authorized Signature

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.

- 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.
- GRANTEE also agrees to maintain any other insurance policies required in the Agreement.
 ntee shall add the State as an additional insured with notice of cancellation. Grantee shall as of insurance that meet the above requirements prior to performing any later than thirty days of the Agreement award. Failure to maintai
- 40. FINANCIAL REPORTING AND AUDIT REQUIREMEN
- 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 informatic contained in reimbursement forms supplied by DWS. Billings and claims must be received within hirty (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 5th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
- DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely a satisfactory manner, DWS may withhold part or all payments under this or any other Agreems until such deficiencies have been remedied. In the event of the payment(s) being withheld, agrees to notify GRANTEE of the deficiencies that must be corrected in order to
- 43. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: GRANTEE agrees subsequent to GRANTEE'S CPA audit or DWS determines payments were incipaid, DWS may amend the Agreement and adjust the payments. To be eligit GRANTEE expenditures must be adequately documented. Upon written requ immediately refund to DWS any overpayments as determined by audit of to participate in follow-up audits as requested by DWS. GRANTEE furth have the right to withhold any or all subsequent payments under t GRANTEE until recoupment of overpayment is made.

 44. UNUSED FUNDS: Any funds paid by DWS that are not appn
- nent must immediately be returned to DWS
- 45. REDUCTION OF FUNDS: The maximum amount author Agreement terminated if required by federal/state I significant under-utilization of funds, provided GRAN shall be reimbursed for all services performed in accordance with this Agreement pr date of reduction or termination. If funds are reduced, there will be a comparable reduced GRANTEE. DWS will give GRANTEE thirty (30)
- ING DATA: If any price, including profit or fee, it, or any cost reimbursable under this Agreement was 5. PRICE REDUCTION FOR INCORRECT P which was not accurate, complete and current, the price The Agreement may be modified in writing as necessary to ce to such price reduction shall be independent of, and not be
- OUNTING SYSTEM: GRANTEE agrees to maintain a financial and cost ordance with accounting principles generally accepted in the United entity's accounting basis determines when transactions and economic

41 Billings and Payments 🕧

42 Payment Withholding

- 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 insurand 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
- 40. FINANCIAL REPORTING AN 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 CPR 200, Suppart F Julia Code: 51-2-2-2013, Utah Code: -11-2014, Utah Admin. Code Rule R123-5, the State of Utah Compliance Audit Guide (SCAC) with information on financial reporting and audit requirements is available at auditor. Audit Code: -11-2014.
- 41. BILLINGS AND PAYMENTS: Payments to GRANTEE will be made by DWS upon re it of itemized billing for authorized service(s) supported by appropriate documentation of information contained in reimbursement forms supplied by DWS. Billings and claims must to acceived within thirty (30) days after the last date of service for the period billed including third all billings, which must be submitted within thirty (30) days after dranement termination or present may be
- 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for savioes furnished by GRANTEE which are not specifically authorize by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing
- 4.2 PAYMENT WITHHOLDING: GRAFTE applies but their many find out exercise placeties, principles and the properties of the properties of
- 43. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: GRANTEE agrees that if during or
- CANTEE expenditures must be adequately documented. Upon written request, GRANTEE will ediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE agrees to A cipate in follow-up audits as requested by DWS. GRANTEE further agrees that DWS shall have a cipit to withhold any or all subsequent payments under this or other Agreements with GRANTE all recoursement of overpayment is made.
- Agreement must remediately be returned to DWS.
- 45. REDUCTION OF DS: The maximum amount authorized by this Agreement shall be reduced or Agreement term. If required by federal/state law, requisition, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance in kirs Agreement prior to date of reduction or termination. If funds are reduced, there will be a bit vable reduction in the amount of services to be given by GRANTEE. DNS will give GRANTE. DNS will give GRANTE. DNS will give GRANTE. DNS.
- 46. PRICE REDUCTION FOR INCORN FOR STRUCKO DATA: If any price, including profit or fee, negotiated in connection with this Agis but, or any cost reminimatele under this Agreement was increased by any significant sum because. If ITEE furnished cost or pricing data (e.g., salary correct sources) and the properties of the writing as received by reflect such reduction, and amounts overpaid shallow subjected to overpayment assessments. Any action IVSF may take in reference to such prior reduction, shall be independent of, and not be
- 47. FINANCIAL/COST ACCOUNTING SYSTEM: GRANTEE ab. To maintain a financial and cost accounting system in accordance with accounting principles ob. Illy accepted in the United States of America. An entity's accounting basis determines when accitors and economic events are reflected in its financial statements. An entity may recorve accounting transactions.

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.

44 Unused Funds

- d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation as of the jurisdiction in which the service is performed.
- e. GRANTEE also agrees to maintain any other insurance policies required in the Agree nent. 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. Fail et o maintain required insurance or to provide proof of insurance as required is a material but of of this Agreement and may result in immediate termination.
- 40. FINANCIAL REPORTING AND AUDIT REQUIREMENTS: GRANTEE sin comply with all applicable federal and state laws and regulations regarding financial profiting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 513 201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the State of Utah Compiles Audit Guide (SCAG). Further information on financial reporting and audit requirements is guidable at <u>auditor utah nov</u>.
- 41. BILLINGS AND PAYMENTS: Payments to GRANTEE will made by DWS upon receipt of itemized billing for authorized service(s) supported by ropriate documentation and information contained in reimbursement forms supplied by DWS llings and claims must be received within thirty (30) days after the last date of service for period billed including the final billing, which must be submitted within thirty (30) days after greement termination or payments may be delayed or denied. DWS must receive billing r services for the month of June no later than July 15th, due to DWS's fiscal year end. Billing submitted after this date may be denied. nished by GRANTEE which are not specifically authorized DWS will not allow claims for services by this Agreement. DWS has the of to adjust or return any invoice reflecting incorrect pricing
- 42. PAYMENT WITHHOLDING: GIVE TEE 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 laping practices or reporting to DWs are not conducted in a timely and satisfactory manner, Div may withhold part or all payments under this or any other Agreement until such deficiency away been remedied. In the event of the payment(s) being withheld, DWS agrees to notify or WITEE of the deficiencies that must be corrected in order to bring about the release of with directions.
- 43. OVERPAY IN AUDIT EXCEPTIONS/DISALLOWANCES: GRANTEE agrees that if during or subsequent to GRANTEE'S GRANTEE'S audit or DWS determines payments were incorrectly reported or paid, and Smay amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE will be adequately documented. Upon written request, GRANTEE will unrediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE agrees to participate in follow-up audits as requested by DWS. GRANTEE further agrees that DWS shall
- GRANTEE until recoupment of overpayment is made.
- UNUSED FUNDS: Any funds paid by DWS that are not appropriately used as authorized by this
 Agreement must immediately be returned to DWS.
- SPECIAL TOWN OF FUNDS: The maximum amount authorized by this Acreement shall be reduced or agreement eminated in required by receivers agreement equation; or account or in tree is 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.
- 46. 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 was 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 subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be presidented to. DWS's right to terminate this Agreement.
- 47. 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

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

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Questions

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