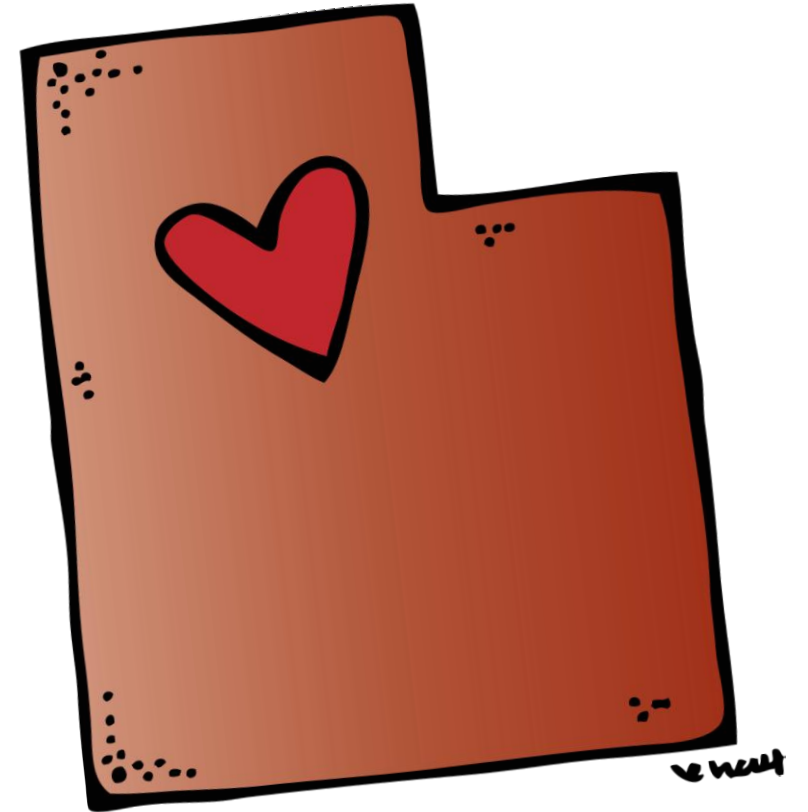




**WORKFORCE  
SERVICES**  
HOUSING & COMMUNITY  
DEVELOPMENT  
STATE COMMUNITY SERVICES OFFICE

# FY 2026 Earned Income Tax Credit RFGA



# Agenda

Introduction and Background

Eligibility Requirements

Application Overview

How to Apply

Question and Answer

Evaluation Score Sheet

Terms and Conditions

Q&A

# Introduction

- Federal IRS Earned Income Tax Credit (EITC) is a refundable federal income tax credit for low to moderate income working individuals and families
- In 2022, the State of Utah enacted a nonrefundable state EITC equal to 15% of the federal EITC that claimants are entitled to claim for the current taxable year
- State of Utah assists with coordination and development of broad partnerships designed to successfully recruit qualified households



# Grant Applications

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





# Eligibility Requirements

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

Must demonstrate expertise and experience with:

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



# Grant Applications

- One Application per Organization
- Maximum Award of \$20,000.00 per Application
- Applicants must be in good standing with DWS to be eligible for an award



# Key Application Dates

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

Submit Questions by:

**May 1<sup>st</sup> by 5:00 PM**

Application Deadline:

**May 2<sup>nd</sup> by 11:59 PM**

**Must be submitted through WebGrants**

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



# Accessing the EITC RFGA

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



DEPARTMENT OF  
**WORKFORCE  
SERVICES**

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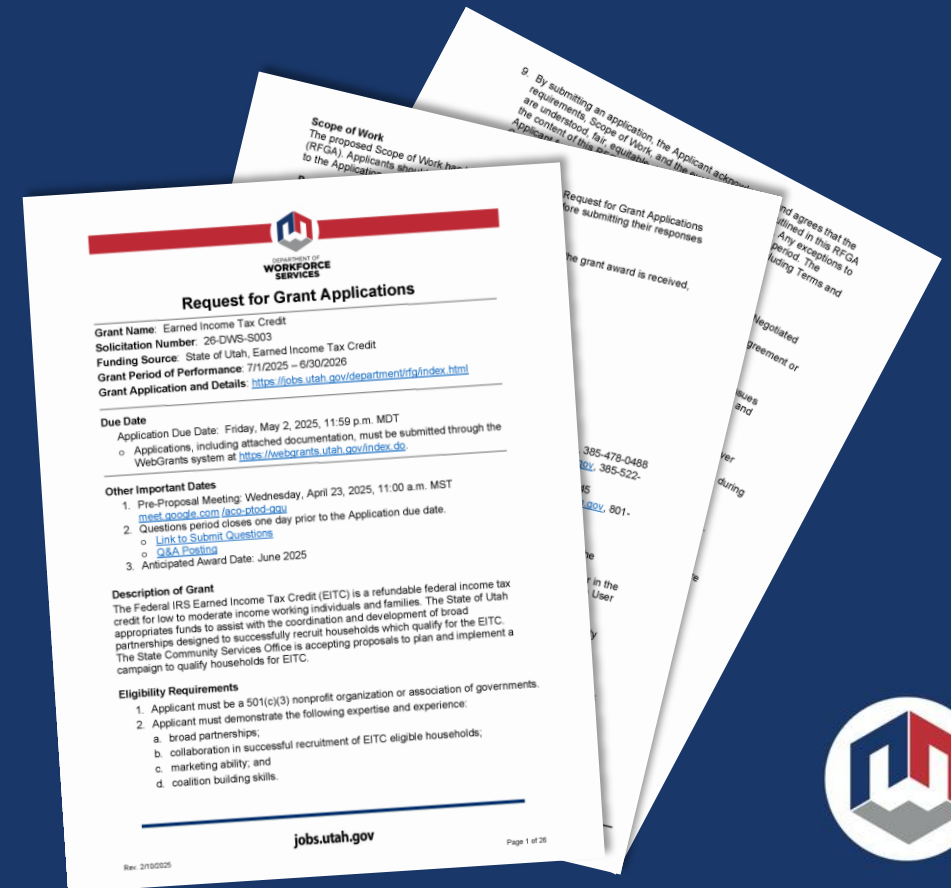
[Job Seekers](#) [Employers](#) [Assistance](#) [Economic Data](#) [Q](#)

## Earned Income Tax Credit

Announcement	Eligibility Requirements	Application	Addendum	Questions & Answers
Grant Title:	Earned Income Tax Credit			
Solicitation Number:	26-DWS-S003			
Funding Source:	State of Utah General Funds			
Application Deadline:	Application Deadline: May 3, 2024, 11:59 PM MDT. Proposals must be received no later than 11:59 PM. Proposals received after 11:59 PM will not be accepted. Applications must be submitted through the WebGrants 3 system at <a href="https://webgrants.utah.gov/index.do">https://webgrants.utah.gov/index.do</a> .			
Anticipated Start Date:	July 1, 2025			
Anticipated End Date:	June 30, 2026			
Pre-Proposal Meeting:	April 23, 2025, 11:00 a.m. MST, <a href="https://meet.google.com/aco-ptod-gqu">meet.google.com/aco-ptod-gqu</a>			
Contact Information:	<ul style="list-style-type: none"><li>EITC Program Specialist: Caitlin Rangel, <a href="mailto:caitlinrangel@utah.gov">caitlinrangel@utah.gov</a>, 801-526-9925</li><li>Contract Analyst: April Gardner, <a href="mailto:acgardner@utah.gov">acgardner@utah.gov</a>, 801-526-9345</li><li>EITC Program Manager: Karen Quackenbush, <a href="mailto:kquackenbush@utah.gov">kquackenbush@utah.gov</a>, 801-526-9922</li><li>For issues using the WebGrants system, direct questions to <a href="mailto:webgrantshelp@utah.gov">webgrantshelp@utah.gov</a> and cc Caitlin Rangel, <a href="mailto:caitlinrangel@utah.gov">caitlinrangel@utah.gov</a></li></ul>			

### Purpose

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



# 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

[illegible]

# Attachments

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



**Attachment B**  
**SCOPE OF WORK**  
Earned Income Tax Credit  
Name of Grantee

**I. Purpose/Background**

- A. The Earned Income Tax Credit (EITC) is a federal income tax credit for low to moderate income working individuals and families. The State of Utah appropriates funds to assist with coordination and development of broad partnerships which are able to successfully recruit households which qualify for the EITC.
- B. *Briefly describe the project and relationship to your program mission. Provide a clear statement of why the project was undertaken. Provide in more detail, any information that is important to understand in order to accomplish the project. The Purpose/Background should be concise.*

**II. Grantee Responsibilities**

- A. Program Services  
Grantee shall utilize EITC funds to increase household participation in the Internal Revenue Service (IRS) and State EITC program in XX Counties.
- B. Notice  
The Grantee agrees to immediately notify the State if, during the course of this agreement, a change or reorganization should occur which affects the purposes or the ability of the parties to perform under the terms and conditions of this agreement. Changes or reorganizations which require notification to the State include, but are not limited to the following:
1. Material change in the amount or type of facilities, assistance, staff or faculty provided by Grantee to facilitate this agreement; or
  2. Any other change or reorganization, which the Grantee reasonably expects, would be of interest or value to the State in the administration of this agreement.
- C. Safety and Liability  
Grantee shall provide services in a safe and fair manner in compliance with all applicable laws and codes.
- D. Licensing and Permits  
Grantee shall maintain current required permits, licenses, and designations.

**III. Outcomes/Deliverables**

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

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

# Scope of Work

Review attached template  
scope of work before submitting

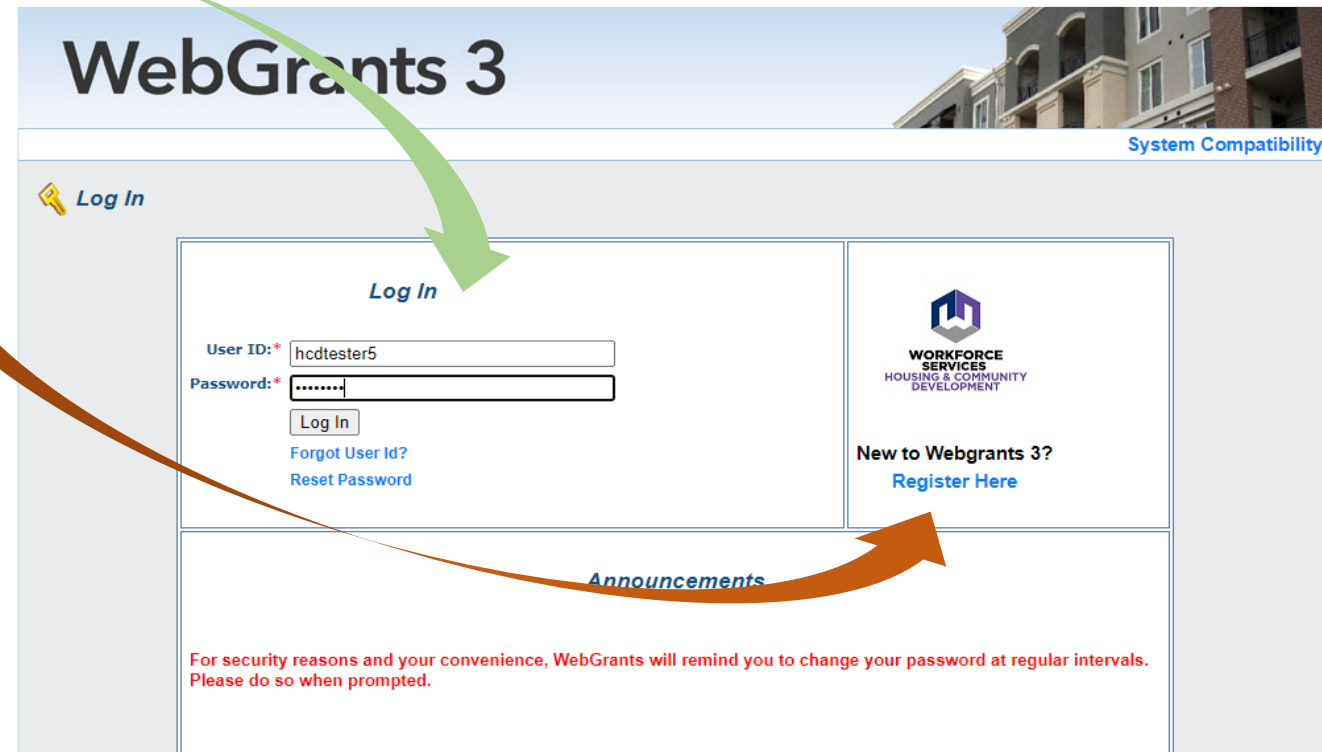


# Application Overview

## WebGrants Instructions

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

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



The screenshot shows the WebGrants 3 login interface. At the top, there's a header with 'WebGrants 3' and a 'System Compatibility' link. Below the header, there's a 'Log In' section with a key icon. The login form includes fields for 'User ID' (containing 'hcdtester5') and 'Password' (masked with dots), a 'Log In' button, and links for 'Forgot User Id?' and 'Reset Password'. To the right of the login form is a box with the 'WORKFORCE SERVICES HOUSING & COMMUNITY DEVELOPMENT' logo and a 'New to Webgrants 3? Register Here' link. At the bottom, there's an 'Announcements' section with a red text message: 'For security reasons and your convenience, WebGrants will remind you to change your password at regular intervals. Please do so when prompted.' A green arrow points from the word 'existing' in the first bullet point to the 'Log In' button. A brown arrow points from the word 'new' in the first bullet point to the 'Register Here' link.

WebGrants 3

System Compatibility

Log In

Log In

User ID: \* hcdtester5

Password: \* .....

Log In

[Forgot User Id?](#)

[Reset Password](#)

WORKFORCE SERVICES  
HOUSING & COMMUNITY  
DEVELOPMENT

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

Announcements

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



# Application Overview




## EFA Funding Opportunity

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



# WebGrants 3

 Menu |  Help |  Log Out

 Back |  Print |  Add |  Delete |  Edit |  Save

## Funding Opportunities

### Current Funding Opportunities

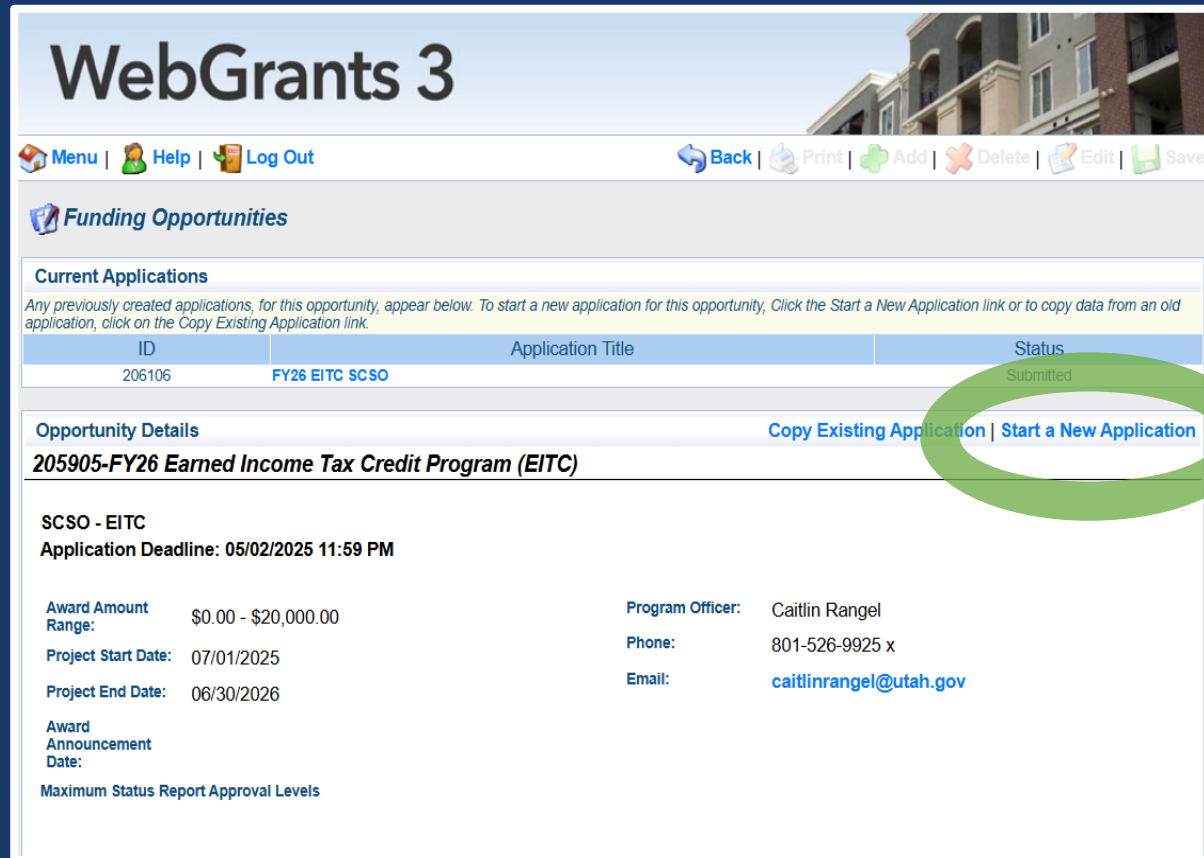
All currently posted opportunities appear below. The Application Deadline indicates the due date for the application submission. You will be unable to submit your application after this date.  
Click on the title to open the Funding Opportunity summary.  
Click on the column headers to sort list of Opportunities.

ID	Agency	Program Area	Opportunity Title	Pre-Application Deadline	Application Deadline
193816	Housing and Community Development	Community Development Block Grant	<a href="#">Recovery Housing Program</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
204063	Housing and Community Development	Community Development Block Grant	<a href="#">2025 Community Development Block Grant</a>	01/31/2025	05/31/2025
03048	State Community Services Office	Home Energy Assistance Target	<a href="#">TEST - Home Energy Assistance Target Program (HEAT)</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
06441	State Community Services Office	Home Energy Assistance Target	<a href="#">21 LIHEAP</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
195280	State Community Services Office	Home Energy Assistance Target	<a href="#">Budget Test HEAT</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03036	Housing and Community Development	Housing - Home Choice	<a href="#">Housing - Home Choice Program</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23839	Housing and Community Development	Housing - Other	<a href="#">2022 Veteran Affairs Pass Through</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
03035	Housing and Community Development	Housing - Rural Self-Help	<a href="#">Housing - Rural Self-Help Program</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23838	Housing and Community Development	Housing-State Individual Development Accounts	<a href="#">2022 IDA</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02877	Housing and Community Development	Housing-State Individual Development Accounts	<a href="#">Housing - State Individual Development Accounts (IDA)</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
23906	Housing and Community Development	Multi-Family Housing	<a href="#">2022 HPF</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
02773	Housing and Community Development	Multi-Family Housing	<a href="#">Housing - Multi-Family Housing</a>	Pre-Application Deadline not Applicable	Final Application Deadline not Applicable
200137	Housing and Community Development	Multi-Family Housing	<a href="#">FY 2024 Multifamily Housing</a>	Pre-Application Deadline not Applicable	06/30/2024
205905	State Community Services Office	SCSO - EITC	<a href="#">FY26 Earned Income Tax Credit Program (EITC)</a>	Pre-Application Deadline not Applicable	05/02/2025

- Select the Opportunity Title “FY26 Earned Income Tax Credit (EITC)”
- If at any point during the application process you need to return to the previous page, use the “Back” function at the top tool bar



# Starting the Application



**WebGrants 3**

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

**Funding Opportunities**

**Current Applications**

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

ID	Application Title	Status
206106	FY26 EITC SCSO	Submitted

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

**Opportunity Details**

**205905-FY26 Earned Income Tax Credit Program (EITC)**

SCSO - EITC  
Application Deadline: 05/02/2025 11:59 PM

Award Amount Range: \$0.00 - \$20,000.00  
Project Start Date: 07/01/2025  
Project End Date: 06/30/2026

Program Officer: Caitlin Rangel  
Phone: 801-526-9925 x  
Email: [caitlinrangel@utah.gov](mailto:caitlinrangel@utah.gov)

Award Announcement Date:  
Maximum Status Report Approval Levels

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



# Opportunity Details

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

## Description

### Description

#### Overview

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

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

#### Eligibility Requirements

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

1. Applicant must be a 501(c)(3) nonprofit organization or association of governments.
2. Applicants must demonstrate the following expertise and experience:
  - broad partnerships,
  - collaboration in successful recruitment of EITC eligible households,
  - marketing ability,
  - coalition building skills.

## Attachments

Click on the File Name to open attachment

### Description

FY26 Application Instructions

### File Name

[FY26 EITC Application Instructions.doc](#)

### File Size

46 KB

## Website Links

Click on the URL to go to website

### URL

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

### Description

EITC web page

# WebGrants 3

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save



## Instructions

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

## General Information

Primary Contact:\*

Project Title:  
(limited to 250 characters)\*

Authorized Official:\*

Organization:\*

[Return to Top](#)

# WebGrants 3

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## Application

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 11:59 PM

## Instructions

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

## General Information

[Go to Application Forms](#)

System ID: 206604

Project Title: FY26 EITC YOUR ORGANIZATION NAME

Primary Contact: SCSO Tester 1

Organization: State of Utah Department of Workforce Services

Last Edited By: SCSO Tester 1, 04/22/2025

# General Information

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



# Navigating Your Application

**WebGrants 3**

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Back | Print | Add | Delete | Edit | Save

**Application**

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 11:59 PM

**Instructions**

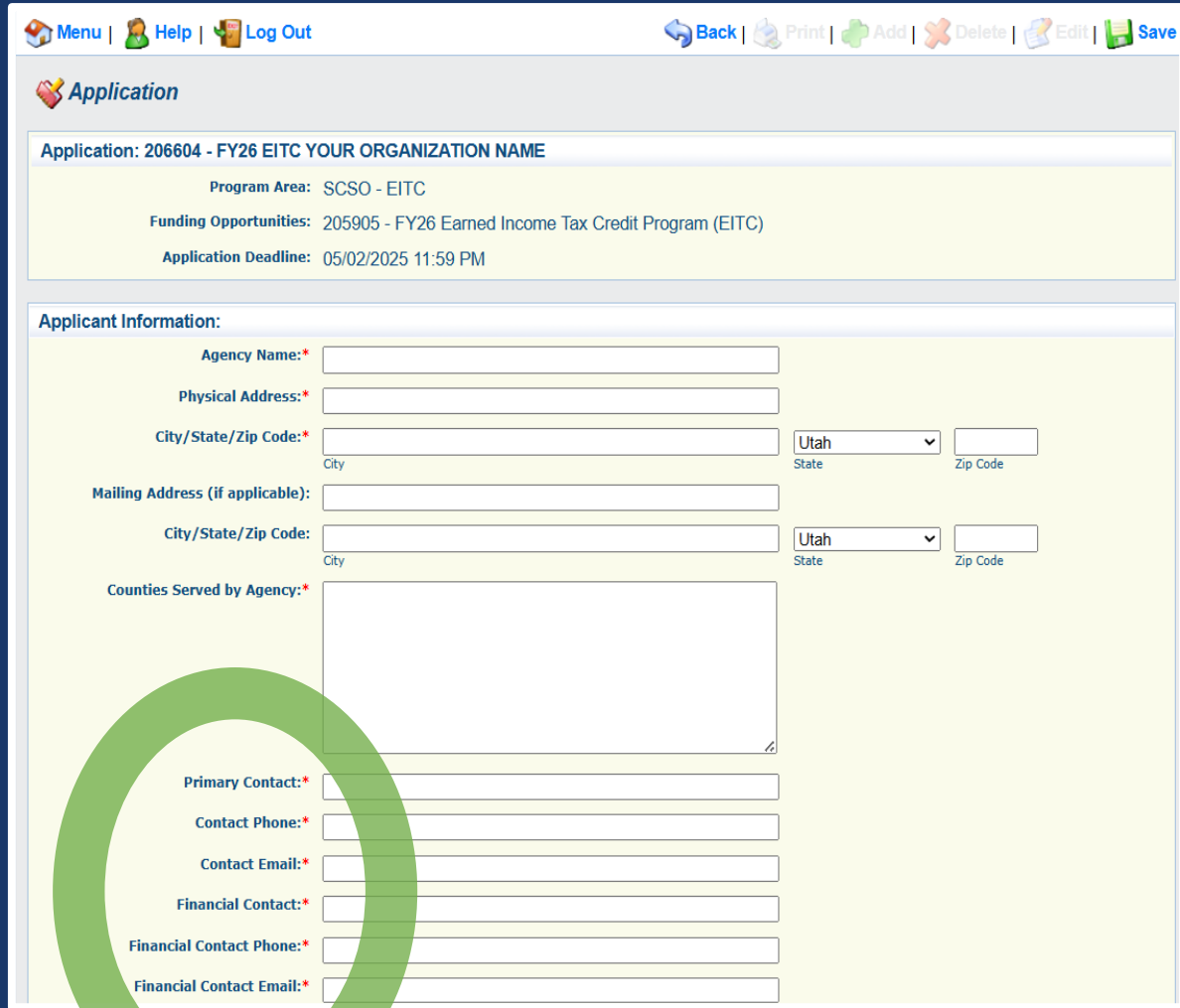
The required application forms appear below. Please note: Clicking "Mark as Complete" does not submit the application component or prevent further editing. The check mark beside the form is only an indicator that the form has been completed. All application components must be marked as complete in order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

Application Forms		Application Details   Submit   Withdraw	
Form Name	Complete?	Last Edited	
General Information	<input checked="" type="checkbox"/>	04/22/2025	
Application			
SCSO Budget			

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



# Accurate Contact Information



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

**Application**

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 11:59 PM

**Applicant Information:**

Agency Name: \*

Physical Address: \*

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

Mailing Address (if applicable): \*

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

Counties Served by Agency: \*

Primary Contact: \*

Contact Phone: \*

Contact Email: \*

Financial Contact: \*

Financial Contact Phone: \*

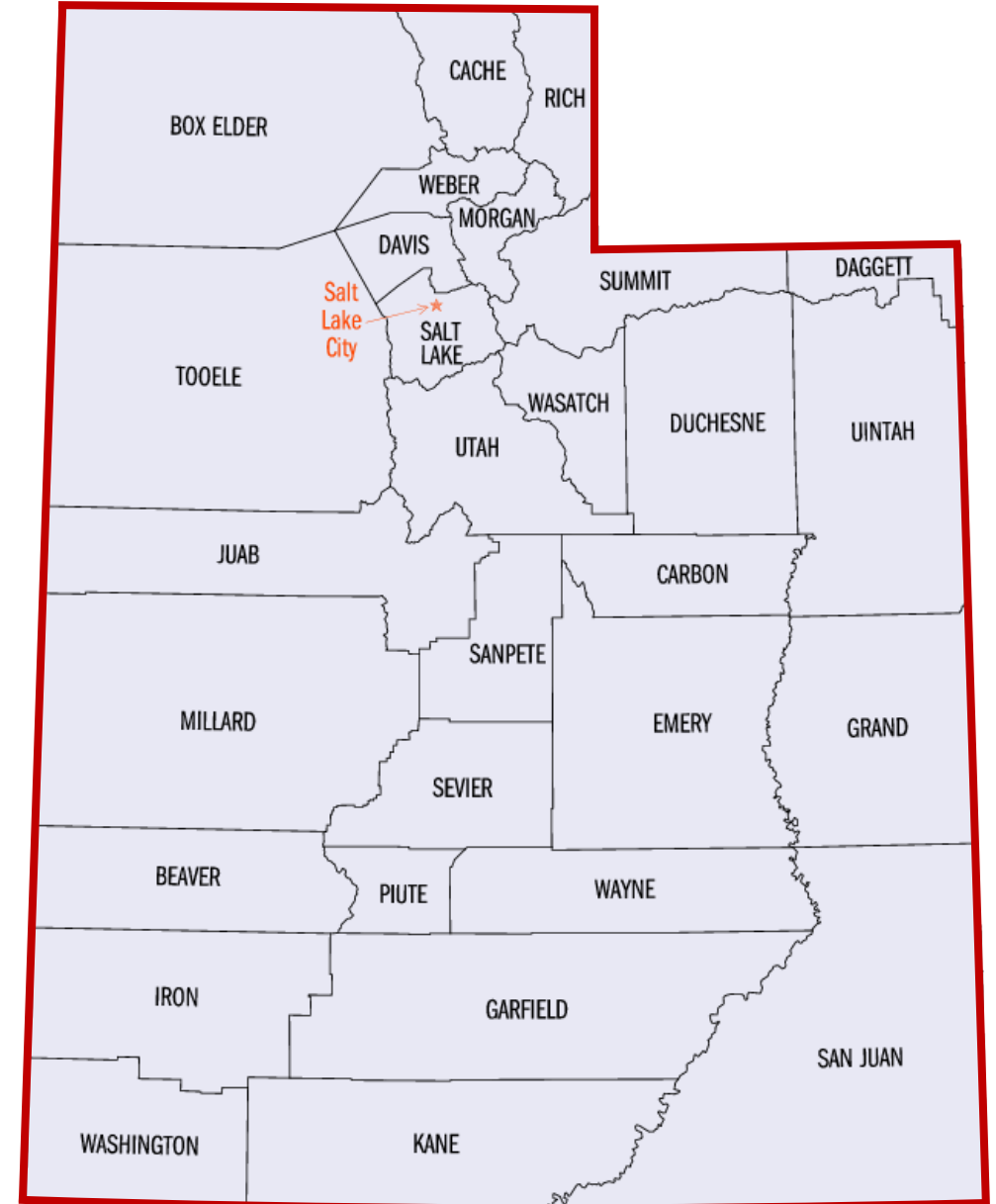
Financial Contact Email: \*

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



# Organizational Information

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





# Application Highlights

- Fill out each question completely and accurately
- Set realistic outcomes
- Attach all necessary documentation



# Proposal Information

## Narrative Questions

1. In 1-2 paragraphs, please introduce us to your agency focusing on:
  - a. Overview of services
  - b. Service area
  - c. The agency's connection to EITC within the community
2. Describe your organization's experience hosting EITC awareness events, providing EITC education, and implementing outreach strategies to recruit EITC eligible households.



# Proposal Information

## Narrative Questions

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



# Proposal Information

## Narrative Questions

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



# Attachments and Application Checklist

## Attachments:

**Proof of 501(c)3 status (if applicable)**  No file chosen

**List of Board of Directors\***  No file chosen

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

**Proof of Insurance**  No file chosen

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

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

## SUBMISSION CHECKLISTS

### Pre-Application Checklist

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

### Application Checklist

<input type="checkbox"/>	Complete all sections of the funding opportunity in <a href="#">WebGrants</a> : General Information, Application Questionnaire, Attachments, Budget
<input type="checkbox"/>	Complete and attach Appendix I – State Funding Received by Agency
<input type="checkbox"/>	Attach proof of 501(c)(3) status, if applicable
<input type="checkbox"/>	Attach list of Board of Directors
<input type="checkbox"/>	Attach Proof of Liability Insurance – not required for Government Entities
<input type="checkbox"/>	Attach Indirect Cost Rate Letter or Cost Allocation Plan – if applicable



# Completing Sections

**WebGrants 3**

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**Application**

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 11:59 PM

**Applicant Information:**

Agency Name:	SCSO		
Physical Address:	test		
City/State/Zip Code:	SLC City	Utah State	84107 Zip Code
Mailing Address (if applicable):	test		
City/State/Zip Code:	SLC City	Utah State	84107 Zip Code

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

- After checking for accuracy and saving, mark each section as complete

You can also save, and select “Go to application Forms” if still in progress



# WebGrants 3

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

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

## Application

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 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 button.

## Application Forms

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

Form Name	Complete?	Last Edited
<a href="#">General Information</a>	✓	04/22/2025
<a href="#">Application</a>	✓	04/22/2025
<a href="#">SCSO Budget</a>		

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

# Budget

## ATTACHMENT D: BUDGET INSTRUCTIONS

### Category I: INDIRECT EXPENSES

This category is used if the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or chooses a de minimis rate.

A. NICRA – If the organization has a federally approved rate, it must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. A NICRA is established on a cost base(s).

1. In the detail information, list the organization's NICRA and cost base(s).
2. To determine the amount, multiply the NICRA against the established cost base(s). If an organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate, please note this in the detail information area. Waiving indirect costs or charging less will not influence awarding decisions.

B. De minimis Rate – If the organization does not have a NICRA and would like to choose a de minimis rate, the organization must certify that they are making this choice. Once an organization chooses a de minimis rate, they **MUST** use this across all grants. The only way for an organization to stop using a de minimis rate once certified is to receive a NICRA. Please use caution when making this choice.

The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.

1. In the detail information, indicate that de minimis has been chosen.
2. To determine the amount, determine the MTDC in Category III (see the budget narrative for the eligible Category III expenses).
3. Take the MTDC and times by 10%. Enter this amount in Category I.

### Category II: DIRECT ADMINISTRATIVE EXPENSES

This category is used if the organization does not have NICRA, does not choose a de minimis rate, or has administrative expenses that are not part of their NICRA established cost base(s). If the organization allocates administrative expenses with a cost allocation plan or other basis, the direct costs from those allocations go here. Any other direct administrative expenses should be listed as well.

1. In the detail information, indicate how the cost was arrived at and detail items that make up the costs.

### Category III: DIRECT PROGRAM EXPENSES

This category is used for the direct program expenses. Costs should be reasonable, necessary, and allowable under the grant proposal and federal regulations.

1. In the detail information, indicate how the cost was arrived at and detail items that make up the costs.



# Entering Budget Details

## WebGrants 3

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

### Application

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 11:59 PM

Category I - Indirect Expenses

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

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

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

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


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

- “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		
<i>If the organization <b>DOES NOT</b> have a NICRA and chooses not to use the de minimis rate, the organization <b>must</b> use Category II if charging Direct Administrative Expenses.</i>		
<i>Please refer to these examples of expense types:</i>		
<b>Communications:</b> Consistent monthly charges including but not limited to: printing, copying, phone, internet, postage.		
<b>Equipment:</b> Computers, laptops, printers, furniture.		
<b>Materials and Supplies:</b> Consumable goods.		
<b>Professional Fees &amp; Contract Services:</b> Consultants, security.		
<b>Space Costs:</b> Rent, lease		
Expense Type	Description	Grant Funds Requested
Fringe Benefits	Executive Director	\$1,346.00
Salaries and Wages	Executive Director	\$2,570.00
		<b>\$3,916.00</b>
Category II - Justification		
<i>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.</i>		
<b>Itemized Details</b>		
<div>Executive Director administration of Pantry program &amp; operations.]</div> 		

- Category II is for Indirect Expenses, not directly related to program costs- should 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

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



# Adding Line Items

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

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

Please refer to these examples of expense types:

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

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

**Materials and Supplies:** Consumable goods.

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

**Space Costs:** Rent, lease.

Expense Type	Description	Grant Funds Requested
Utilities	RMP, DOM	\$7,690.00
		<b>\$7,690.00</b>

**Category III - Justification**

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

**Itemized details:\***

**Category III - Direct Program Expenses**

Please refer to these examples of expense types:

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

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

**Materials and Supplies:** Consumable goods.

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

**Space Costs:** Rent, lease.

Expense Type\* Professional Development and Training ▼

Description\* Volunteer Training

Requested\* \$3000

[Return to Top](#)

# Finalizing Budget Section

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

## Category II - Direct Administrative Expenses

[Add](#)

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

Please refer to these examples of expense types:

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

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

**Materials and Supplies:** Consumable goods.

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

**Space Costs:** Rent, lease

Expense Type	Description	Grant Funds Requested
Fringe Benefits	Executive Director	\$1,280.00
Salaries and Wages	Executive Director	\$2,300.00
		<b>\$3,580.00</b>

## Category II - Justification

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

Itemized Details

justification test test test

## Category III - Direct Program Expenses

[Add](#)

Please refer to these examples of expense types:

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

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

**Materials and Supplies:** Consumable goods.

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

**Space Costs:** Rent, lease.

Expense Type	Description	Grant Funds Requested
Material and Supplies	Outreach Materials	\$754.00
Professional Development and Training	Volunteer Training	\$3,000.00
Travel and Transportation	Outreach	\$3,765.00
		<b>\$7,519.00</b>

# WebGrants 3

Menu | Help | Log Out

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## Application

Application: 206604 - FY26 EITC YOUR ORGANIZATION NAME

Program Area: SCSO - EITC

Funding Opportunities: 205905 - FY26 Earned Income Tax Credit Program (EITC)

Application Deadline: 05/02/2025 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 button.

### Application Forms

Form Name	Complete?	Application Details   <a href="#">Submit</a>   <a href="#">Withdraw</a>	
		Last Edited	
General Information	✓	04/22/2025	
Application	✓	04/22/2025	
SCSO Budget	✓	04/22/2025	

# WebGrants 3

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## Funding Opportunities

### Application Submitted Confirmation

You have successfully submitted your FY26 EITC YOUR ORGANIZATION NAME Application with Application ID: 206604.

# 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  
**May 1**  
5:00 p.m.

## [Link to Submit Questions](#)



EARNED INCOME TAX CREDIT

### ASK A QUESTION

#### Ask a Question

Earned Income Tax Credit RFGA

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

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

\* Indicates required question

Email \*

Your email

Organization Name

Your answer

Question

Your answer

## [Posted Answers](#)



EARNED INCOME TAX CREDIT

### QUESTIONS & ANSWERS

Last update: 10 February 2025

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

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

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

#### 2. IS THIS A COMPETITIVE GRANT PROCESS?

Yes. Applications will be scored by a committee of experts using the scoresheets included in the RFGA.

#### 3. I NEED ACCOMMODATIONS OR TRANSLATION SERVICES IN ACCESSING THIS GRANT OPPORTUNITY. HOW DO I GET SUPPORT?



Attachment E  
FY25 Earned Income Tax Credit RFGA  
EVALUATION SCORESHEET

Applicant: \_\_\_\_\_  
Evaluator: \_\_\_\_\_  
Date: \_\_\_\_\_

Score will be assigned as follows:

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

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

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

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

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

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

Definitions:

VITA: Volunteer Income Tax Assistance. Applicants either host VITA sites to prepare tax returns for low income households (including the recruitment and training of volunteers to prepare taxes) or refer clients to VITA sites. For purposes of this grant, EITC eligible clients are connected with EITC credits via free tax preparation using VITA sites.

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

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

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

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

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

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

Budget filled out completely and correctly.

Budget budget makes sense for project.

Evaluation  
Score  
Sheet



# Evaluation and Award

- Administrative and Evaluation Committee Review following application deadline
  - Maximum of 175 points for new applicants
  - Additional 60 points possible for returning grantees based on prior year performance
- Applications scoring below 50% of total possible points may not be considered
- Anticipated Award Notices June 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

1. **DEFINITIONS:**  
a. **Department of Workforce Services (DWS)**  
b. **Agreement**  
c. **Confidential Information**  
d. **Goods and Services**  
e. **Grantee**  
f. **Grantee's Personnel**  
g. **Grantee's Property**  
h. **Grantee's State of Utah**  
i. **Grantee's Subcontractors**  
j. **Grantee's Subcontractors**  
k. **Grantee's Subcontractors**  
l. **Grantee's Subcontractors**  
m. **Grantee's Subcontractors**  
n. **Grantee's Subcontractors**  
o. **Grantee's Subcontractors**  
p. **Grantee's Subcontractors**  
q. **Grantee's Subcontractors**  
r. **Grantee's Subcontractors**  
s. **Grantee's Subcontractors**  
t. **Grantee's Subcontractors**  
u. **Grantee's Subcontractors**  
v. **Grantee's Subcontractors**  
w. **Grantee's Subcontractors**  
x. **Grantee's Subcontractors**  
y. **Grantee's Subcontractors**  
z. **Grantee's Subcontractors**

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# 3 Conflict of Interest

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

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

### 1. DEFINITIONS:

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. **"Goods and Services"** means goods including, but not limited to, any deliverables, supplies, equipment, commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. **"GRANTEE"** means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners, as well as sub-recipients and loan recipients.
- f. **"Proposal"** means Grantee's response to DWS's Solicitation.
- g. **"Solicitation"** means the documents and process used by the State Entity to obtain Grantee's proposal.
- h. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- i. **"Subcontractor/Subgrantee"** means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- j. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.

**GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be in the Third Judicial District Court for Salt Lake County.

### 3. CONFLICT OF INTEREST:

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

# 5 Related Parties

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
  - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
  - ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
  - i. Require GRANTEE to undertake competitive bidding for the goods or services,
  - ii. Require satisfactory cost justification prior to payment, or
  - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
  - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
  - ii. the name of the other related party;
  - iii. the relationship between the individuals identified in "i" and "ii" above;
  - iv. a description of the transaction in question and the dollar amount involved;
  - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;

respect to being awarded this Agreement. GRANTEE shall not give or offer any compensation to any individual in connection with the procurement of this Agreement.

5. **RELATED PARTIES:**

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
  - 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;
  - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
  - vii. the potential effect on this Agreement if the payment to the related party is made; and
  - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

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

7. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE'S liability, such limitations of liability will not apply to this section.



## Related Parties Continued

DWS-ADM 505  
Rev. 07/2022

State of Utah  
Department of Workforce Services  
**RELATED PARTIES APPROVAL REQUEST**

A grantee shall not make payments using grant funds to related parties of any person working in an organization with the authority to establish policies and make decisions on behalf of the organization, without written approval of DWS. A person of authority may include an owner, director, board member, partner, officer, manager, supervisor or site coordinator.

A related party, as defined by U.C.A., Section 52-3-1(1)(d) includes individuals related by blood or marriage to the person with authority to make decisions. This includes father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, step relatives and grandchildren.

If any grantee desires to make payments to a related party of a person of authority within the organization, whether it is regular employment or contracted services work, the information below must be disclosed to DWS in writing. A separate form is required for each potential related party. For example, if a related party is related to multiple persons in authority, a separate form must be completed for each relationship.

**Approval must be granted by DWS before any payments are made.**

1. Name and title of person in a position of authority:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Name and title of related party receiving payment:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

3. Relationship between the individuals identified above:

4. Describe the nature of the work to be performed:

5. How much will the related party be paid? \$

Is this a one-time payment or will this person be a regular employee?  
☐ One-time payment ☐ Regular employee

If one-time payment, dollar amount involved: \$  
 If regular employment, rate of pay per hour: \$

6. Who will make decisions regarding the related party's employment?  
 pay increases?

7. Who will supervise the related party?

8. Will the person in a position of authority have any input on the evaluation of the related party's performance? ☐ Yes ☐ No

9. Will the person in a position of authority be involved in any way in disciplining the related party for failing to perform? ☐ Yes ☐ No

10. If the payment is disallowed, what effect might this have on the grantee's ability to fulfill obligations under this contract? ☐ Yes ☐ No

11. What measures will be taken to assure that hiring, supervision of, and continued employment of the related party will not be influenced by the person of authority?

Signature of Grantee

Program: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Approved

Not Approved

Date: \_\_\_\_\_

Approved

Not Approved

Date: \_\_\_\_\_

Equal Opportunity Employer:  
 If available, you must request to be interviewed by a person of the same sex as the applicant.  
 Accommodations may be requested.



# 6 Indemnity

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

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

5. **RELATED PARTIES:**

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

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

c. Related parties is defined as:

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

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

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

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

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

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

7. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS harmless from all claims, losses, suits, actions, damages, and costs of every name and description (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE's liability, such limitations of liability will not apply to this section.

# 14 Grantee Assignment and Subgrantees/Subcontractors

## 8. OWNERSHIP IN INTELLECTUAL PROPERTY:

- a. DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or created by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
  - b. GRANTEE warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. GRANTEE will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.
9. **STANDARD OF CARE:** Grantee shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if provided elsewhere in this Agreement.
11. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge and users electronic payment fees of any kind.
12. **HUMAN SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research (as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research).
13. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work for this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every

Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

## 14. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:

- a. **Assignment:** Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
- b. If GRANTEE enters into subcontracts the following provisions apply:
  - i. **Duties of Subgrantee/Subcontractor:** Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
  - ii. **Provisions Required in Subcontracts:** If GRANTEE enters into any subcontracts with other individuals or entities 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).

Work, shall act in an independent capacity and not as officers or employees or agents of the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

- a. **Assignment:** Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
- b. If GRANTEE enters into subcontracts the following provisions apply:
  - i. **Duties of Subgrantee/Subcontractor:** Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
  - ii. **Provisions Required in Subcontracts:** If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).



# 16 Monitoring

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that GRANTEE is in default (not in compliance with the Agreement), GRANTEE may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between GRANTEE and DWS.
- c. GRANTEE understands that DWS may conduct customer-satisfaction surveys. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
- 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.

## 16. MONITORING:

- a. DWS shall have the right to monitor GRANTEE'S performance under this Agreement. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to GRANTEE'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
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- 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.

**17. DEFAULT:** Any failure to comply with the terms and conditions of this Agreement shall constitute a default by GRANTEE. DWS may terminate this Agreement if GRANTEE fails to perform its obligations under this Agreement; or (ii) GRANTEE's material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition, DWS will give GRANTEE only one opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement; (iii) debar/suspend GRANTEE from receiving future grants or contracts from DWS or the State of Utah; or (iv) demand a full refund of any payment that DWS has made to GRANTEE under this Agreement.

## 18. AGREEMENT TERMINATION:

- 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 is in violation of this Agreement, 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 law materially affects the ability of either party to perform under the terms of this Agreement; (ii) that a change in available funds affects DWS's ability to pay under this Agreement; or (iii) that a change in available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

# 18 Agreement Termination

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

**b. Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.

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

**d. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:**

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

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

## 16. MONITORING:

- 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 of its 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, 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.
17. **DEFAULT:** Any of the following events will constitute cause for DWS to declare GRANTEE in default of this Agreement: (i) GRANTEE's non-performance of its contractual requirements and obligations under this Agreement; or (ii) GRANTEE's material breach of any term or condition of this Agreement. DWS may issue a written notice of default providing a ten (10) day period in which GRANTEE will have an opportunity to cure. In addition, DWS will give GRANTEE an opportunity to correct and cease the violations. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages. If the default remains after GRANTEE has been provided the opportunity to cure, DWS may do one or more of the following: (i) exercise any remedy provided in 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 TERMINATION:

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

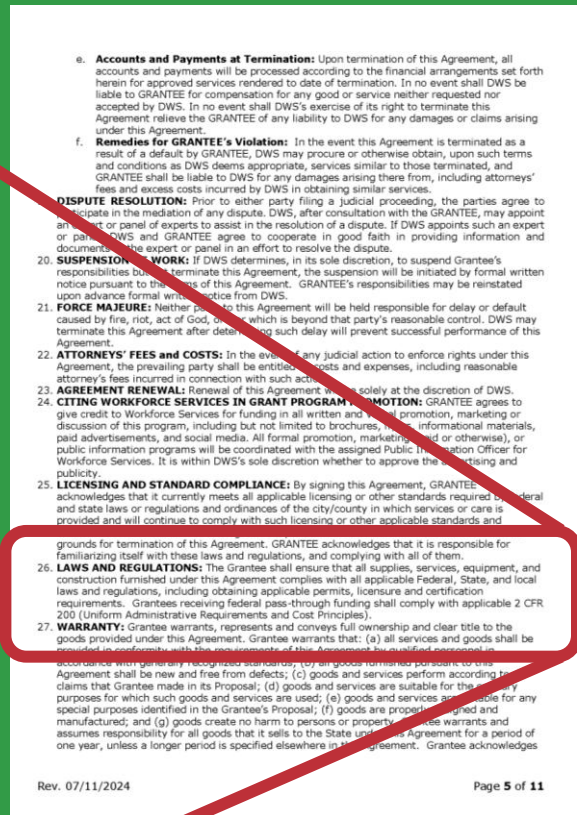
# Agreement Termination

## Continued

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



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



# 26 Laws and Regulations





# 30 Compliance with Generally Applicable State and Federal Laws

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

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
29. **DEBARMENT:** For GRANTEEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR 200.205(a). Grantee certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.
30. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
    - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
    - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
  - d. GRANTEE 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.

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
- c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
  - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;

# Compliance with Generally Applicable State and Federal Laws

## Continued

- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- 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. Workers’ Compensation Insurance: GRANTEE shall maintain workers’ compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers’ compensation insurance shall cover full liability under the workers’ compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.



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

- 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. **Workers' Compensation Insurance:** GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full time employees under the workers' compensation laws of the jurisdiction in which the work is performed, within the statutory limits required by said jurisdiction.
31. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the GRANTEE complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. GRANTEE must adhere to the requirements of 24 CFR Part 58. Should GRANTEE violate 24 CFR Part 58 prior to starting, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.
32. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in designated areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- DWS for the duration of the Agreement.
34. **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. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.
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 data part of the GRANTEE's duties under the agreement, is subject to the requirements of the FOIA with regard to the personal data processed or accessed by the GRANTEE to the same extent as required of the governmental entity.
- GRANTEE shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. GRANTEE shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law.

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# 35 Grievance Procedure



# 37 Records Administration

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

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.

Agreement.

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

38. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that this grant 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 GRANTEE of 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 coverage described below. Non-governmental entity GRANTEE shall provide Certificate(s) of Insurance, showing evidence of 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 when 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.

- 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.
- 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.
- If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.

# 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 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 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 subcontract related to performance of this Grant. Such access will be during normal business 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 distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, including any supporting documentation, for public release. GRANTEE also agrees that the grant 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 GRANTEE 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 coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.

- 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.
- 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.
- If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.

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

- 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.
- 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 health professionals or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligent acts related to the professional services provided under this Agreement.
- d. Workers' compensation insurance for all employees and subcontractors. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the services are performed.
- e. GRANTEE also agrees to maintain any other insurance policies as required by the Agreement.

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

**ACORD**

## CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed to provide coverage to the certificate holder in lieu of such endorsement(s).

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

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

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

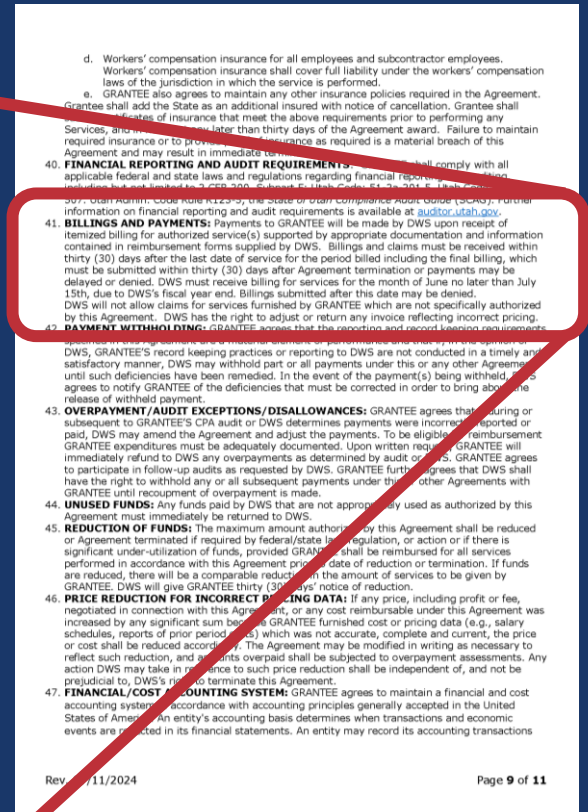
**INSURER(S) AFFORDING COVERAGE**  
INSURER A: Insurance Company Name  
INSURER B: Insurance Company Name  
INSURER C: Insurance Company Name  
INSURER D: Insurance Company Name  
INSURER E: Insurance Company Name  
INSURER F: Insurance Company Name

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$	
							DAMAGE TO RENTED PREMISES (Ea occur) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						PERSONAL & ADV INURY \$ 2,000,000	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 1,000,000	
							LIABILITY AND MEDICAL \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accid) \$	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER/EXCLUDED? <input type="checkbox"/> Y/N Mandatory in HQ Pym. describe under			XXXXXXXXXXXX	MM/DD/YYYY	MM/DD/YYYY	PROPERTY DAMAGE (Per accident) \$	
							EACH OCCURRENCE \$ 1,000,000	
							AGGREGATE \$ 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as Additional Insured.							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
<b>CERTIFICATE HOLDER</b> State of Utah Department of Workforce Services PO Box 45288 140 E 300 S Salt Lake City, UT, 84111							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE EA EMPLOY \$ 1,000,000	
							E.L. DISEASE POLICY LIM \$ 1,000,000	
<b>CANCELLATION</b> SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
ACORD 25 (2016/03)				The ACORD name and logo are the property of ACORD. All rights reserved.				
				AUTHORIZED REPRESENTATIVE <i>Authorized Signature</i>				

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.



# 41 Billings and Payments



# 42 Payment Withholding

GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

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

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

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

41. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or completion. Payments may be withheld if DWS determines that the billing is incomplete or inaccurate.

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.

42. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

43. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or after the term of this Agreement, an audit or DWS determines overpayments were erroneously reported or GRANTEE expenditures must be adequately documented. Upon written request, GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE agrees to cooperate in follow-up audits as requested by DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.

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

45. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated, if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a proportionate 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 INCOMPLETE PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because of incomplete or inaccurate pricing data (e.g., salary schedules, reports of prior period costs) which were not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subject to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.

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 accounting transactions



# 44 Unused Funds

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

- d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
- e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. GRANTEE shall add the State as an additional insured with notice of cancellation. GRANTEE shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.
40. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2-201.5, Utah Code: 53A-1a-507, Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).
41. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billing 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.
42. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
43. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request, GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE agrees to participate in follow-up audits as requested by DWS. GRANTEE further agrees that DWS shall retain the right to audit GRANTEE'S records.
- GRANTEE until recoupment of overpayment is made.
44. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
45. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced if the Agreement is terminated or if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this 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 prejudicial 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





# Questions

EITC Program Specialist  
**Caitlin Rangel**

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**WORKFORCE  
SERVICES  
HOUSING & COMMUNITY  
DEVELOPMENT**

