



Request for Grant Applications

Grant Name: TANF County Poverty Mitigation Program

Solicitation Number: 24-DWS-S011

Funding Source: TANF

Grant Period of Performance

- Start Date: July 1, 2023 or upon approval of application if after July 1, 2023
 - End Date: June 30, 2026
-

Due Date

- Applications will be open until June 30, 2024. Applications will be reviewed and approved based on eligibility in the order they are received. Funding is available to use until the end of the performance period, June 30, 2026. Applicants are encouraged to apply early in the grant application process to be able to make full use of the funds.
 - [Link](#) to Cover Page as a WebForm, email or other instructions
-

Other Important Dates

1. Pre-Proposal Meeting:
 - June 12, 2023 1:00 PM
 - [Link](#) to Pre Bidders Meeting
2. Questions period closes June 15, 2024 5:00 PM
 - [Link](#) to Submit Questions
 - [Q & A Posting](#)
3. Anticipated Award Date: Grants will be awarded ongoing during the grant application period.

Background

The Temporary Assistance for Needy Families (TANF) program is designed to help low income families achieve self-sufficiency. States receive block grants to design and operate programs that accomplish one of the purposes of the TANF program. This grant opportunity focuses on TANF Purpose 2: End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage.

Description of Grant

DWS is requesting grant applications from counties or associations of county governments for these entities to expand or develop programs that will assist families to move out of poverty by connecting families to the many resources that currently exist. Programs should provide comprehensive and synchronized support services to TANF eligible needy families. Programs are intended to serve low-income, at-risk families.

Who May Apply

Counties and Associations of County Governments. Budget allocations are determined by population.

County	3 Year Allotment	Yearly Allotment Amounts
Beaver County	\$50,000	\$16,667
Box Elder County	\$172,073.85	\$57,357.95
Cache County	\$397,007.73	\$132,335.91
Carbon County	\$58,701.98	\$19,567.33
Daggett County	\$50,000	\$16,667
Davis County	\$1,057,709.57	\$352,569.86
Duchesne County	\$56,888.88	\$18,962.96
Emery County	\$50,000	\$16,667
Garfield County	\$50,000	\$16,667
Grand County	\$50,000	\$16,667
Iron County	\$180,757.88	\$60,252.63
Juab County	\$50,000	\$16,667
Kane County	\$50,000	\$16,667
Millard County	\$50,000	\$16,667
Morgan County	\$50,000	\$16,667
Piute County	\$50,000	\$16,667
Rich County	\$50,000	\$16,667
Salt Lake County	\$3,418,225.94	\$1,139,408.65
San Juan County	\$50,000	\$16,667
Sanpete County	\$84,507.84	\$28,169.28
Sevier County	\$62,200.89	\$20,733.63
Summit County	\$122,480.60	\$40,826.87
Tooele County	\$219,893.81	\$73,297.94
Uintah County	\$103,106.99	\$34,369.00
Utah County	\$2,003,037.18	\$667,679.06

Wasatch County	\$105,401.37	\$35,133.79
Washington County	\$548,323.73	\$182,774.58
Wayne County	\$50,000	\$16,667
Weber County	\$759,681.78	\$253,227.26

Minimum Requirements

1. Applicants are required to provide resource integration coaches to families to assist them in attaining financial self-sufficiency. Services should:
 - a. Be tailored to meet the specific needs of the family receiving assistance, with a focus on children by connecting them to resources and services available to them in their county.
 - b. Utilize a person-centered approach to build social capital and reduce bureaucratic hurdles and inefficiencies.
 - c. Promote the goal of attaining financial self-sufficiency.
 - d. Be provided in a timely manner and for a duration that is deemed to be effective.
2. Grant funds cannot supplant existing funding for programs including private, county, state or other federal funds.
3. Applicants receiving funding through other TANF grants must explain how the services in this grant are different from what they are already receiving funding for.
4. Applicants must have a letter of support from the county commission(s) of the county they are applying for.
5. Applicants must be able to determine TANF eligibility of families receiving services.
6. Applicants will be required to submit quarterly and annual progress and outcome reports using templates provided by DWS. Grants may be terminated for non compliance.
 - a. Any negotiated outcomes related to wages or earnings will be reported and validated through DWS wage data. This will require entering into an information sharing agreement with DWS to provide this information.
7. Subcontracting:
 - a. Applicant is solely responsible to provide program administration and may not subcontract to another entity to administer any part of the program. Program administration includes, but is not limited to:
 - i. Hiring and employing the program coordinator or director
 - ii. Responsibility for program structure and development
 - iii. Operating as the DWS grant contact
 - iv. Providing DWS progress and financial reports
 - v. Maintaining fiscal accountability
 - vi. Ensuring program compliance

Scope of Work

The proposed Scope of Work has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their responses in the Application Narrative.

Post Award Document Requirements

The following documents may be required after notification of the grant award is received, prior to the execution of the grant agreement:

1. Pre-Award Risk Assessment
2. Insurance

Attachments

Attachment A: State Grant Terms and Conditions for Services
Attachment B: DWS Interagency Supplemental Terms & Conditions
Attachment C: Scope of Work
Attachment D: Information Sharing Agreement
Attachment E: DWS 3rd Party Access Request Form
Attachment F: Code of Conduct
Attachment G: Background Check Policy
Attachment H: Non-Disclosure Agreement
Attachment I: 115 Release of Information
Attachment J: Form 300 TANF Eligibility
Attachment K: Appropriate Uses of TANF Funds
Attachment L: Budget Instructions

Contacts

- Contract Owner: Kayleen Hansen, kayleenhansen@utah.gov, 385 400-1001
- Contract Analyst: TJ Seegmiller, tseegmiller@utah.gov, 435-393-5370

Submission Instructions

1. Prior to filling out the online application, complete and compile the following documents which will be attached to *Appendix I - Grant Application Cover Page* during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix II- Proposal Narrative
 - ii. Appendix III- Budget Narrative
 - iii. Appendix IV- Budget Detail
 - iv. Appendix V- FFATA Certification by Subrecipients- not required for State Agencies and Component Units of the State
 - b. Additional documents to be attached to the application, not provided by DWS:
 - i. Indirect Cost Rate Letter or Cost Allocation Plan (if applicable)
 - ii. Letter of Support From County Commission

Additional Submission Information

1. Applicants must have a letter of support from the county commission(s) of the county they are applying for.
2. Applicants must bear the cost of preparing and submitting the application.
3. Failure to comply with any part of the RFGA may result in disqualification of the application.
4. Late applications will not be accepted.
5. Applications that do not include all required documentation may not be considered complete and may be denied.
6. Do NOT include additional information such as pamphlets, organizational public relations information, or addenda.
7. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.
8. By submitting an application, the Applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed during the Q&A period. The Applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

Budget

1. Total indirect expenses and direct administrative expenses must not exceed 15% of the direct program total.
 - a. See Attachment K: Budget Instructions
 - b. See Attachment L: Appropriate Uses of TANF Funds
2. Indirect Costs cannot exceed the Applicants Federally Approved Indirect Cost Rate or 15% if the Applicant does not have a Federally Approved Indirect Cost Rate.
 - a. If claiming a Federally Approved Indirect Cost Rate, the Applicant must provide a copy of the Federally Approved Indirect Cost Rate agreement or a cost allocation plan.
3. Funding will be distributed on a cost reimbursement basis.
 - a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.

- b. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes and reporting.
4. Grant funds may not be used to supplant existing funds.
5. A detailed three-year budget will be required with the grant application.

Question and Answer

1. Q&A period closes on date and time specified on the cover page.
2. Questions must be submitted through the link provided on the cover page, during the Q&A period.
3. Answers will be posted on <https://jobs.utah.gov/department/rfg/index.html>
4. Questions may include notifying DWS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
5. Questions may be answered individually or may be compiled into one document.
6. Questions may also be answered via an addendum.
7. An answered question or an addendum may modify the specification or requirements of this RFGA.
8. Applicants should periodically check for answered questions and addenda before the closing date.

Addenda

Addenda shall be published within a reasonable time prior to the deadline applications are due, to allow Applicants to consider the addenda in preparing applications. Addenda published at least 5 calendar days prior to the deadline that applications are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

Application Review and Award

1. Grant applications will be reviewed for completeness and applicability.
2. Applicants must be available for questions or clarification during the grant review period.
3. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
4. DWS may award partial grants.
5. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
 - a. Awards may be determined to ensure services are available statewide.
6. Applicants receiving current TANF grants with overdue reports or billing may be disqualified.
7. Successful grant applications will be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. A [GRAMA Claim of Business Confidentiality](#) must be submitted to the Contract Analyst prior to the application deadline.

SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Unique Entity Identifier (UEI) number (UEI Start Guide available here)
<input type="checkbox"/>	Employer Identification Number (EIN)

Application Checklist	
<input type="checkbox"/>	Appendix I: Grant Application Cover Page
<input type="checkbox"/>	Appendix II: Proposal Narrative
<input type="checkbox"/>	Appendix III: Budget Narrative
<input type="checkbox"/>	Appendix IV: Budget Detail
<input type="checkbox"/>	Appendix V: FFATA Certification by Subrecipients
<input type="checkbox"/>	Indirect Cost Rate Letter or Cost Allocation Plan – if applicable
<input type="checkbox"/>	Letters of Support from County Commission

APPENDIX I
Department of Workforce Services
TANF County Poverty Mitigation Program
Solicitation #24-DWS-S011
Grant Application Cover Sheet

Organization Legal Name: _____

Federal Tax ID #: _____ **Unique Entity Identifier (UEI) #:** _____
(If using a Social Security number, do not include on this form, DWS will contact you)

Vendor # (if known) _____

Total Grant Funds Requested: \$ _____
Total for Year One: _____ **Total for Year Two:** _____ **Total for Year Three:** _____

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

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

GRANT ADMINISTRATOR (if different from above)

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

FINANCIAL ADMINISTRATOR

Name: _____ **Position:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email:** _____

SECTION B: GEOGRAPHIC LOCATION (Check all boxes that apply for the proposed program)

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

SECTION C: ATTACHMENTS

DWS FORMS TO PREPARE AND ATTACH:

_____ **APPENDIX I: PROPOSAL NARRATIVE**

_____ **APPENDIX III: BUDGET NARRATIVE**

_____ **APPENDIX IV: BUDGET DETAIL**

_____ **APPENDIX V: FFATA CERTIFICATION BY SUBRECIPIENTS** (not required for state agencies and component units)

ADDITIONAL DOCUMENTS TO ATTACH:

_____ **FEDERALLY APPROVED INDIRECT COST RATE AGREEMENT OR COST ALLOCATION PLAN-** if applicable

_____ **LETTER OF SUPPORT FROM COUNTY COMMISSION**

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

UNFILED SAMPLE FORMS FOUND AT

APPENDIX II
Department of Workforce Services – TANF County Poverty Mitigation Program
Grant Application Narrative

Program Name:

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

1. **PROGRAM and SERVICES:** Describe your program and what services will be offered.
 - A. Describe how your program will provide and utilize resource integration coaches to assist families in attaining financial self-sufficiency.
 - B. Describe the services you will offer. Services should:
 - a. Be tailored to meet the specific needs of the family with a focus on children by connecting them to resources and services available to them.
 - b. Utilize a person-centered approach to build social capital and reduce bureaucratic hurdles and inefficiencies.
 - c. Promote the goal of attaining financial self-sufficiency.

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

FILED SAMPLE ONLY FOUND AT

2. OUTCOMES AND METRICS: Describe how you will track and meet the required outcomes for this grant opportunity.

- A. Provide an integrated system of support and serve TANF eligible participants experiencing poverty for the 3 years of this contract.
 - a. Identify the # of participants that your program will serve.
- B. Increase the annual income of 25% of families in the program to above 150% of the current Federal Poverty Limit.
- C. Identify at least one additional outcome that you would like to achieve to measure the success of your program.

<https://jobs.utah.gov/department/rfg/tanf.html>
SAMPLE ONLY
FILLABLE FORMS FOUND AT

3. TANF GRANTS

- A. If you are receiving other TANF grants, explain how the services in this grant are different from what you are already receiving funding for.
- B. Describe your process to ensure that funding and services are not duplicated.
- C. If your organization is currently not receiving a TANF grant, enter N/A in the space below.

<https://jobs.utah.gov/department/rfg/tanf.html>
SAMPLE ONLY
FILLABLE FORMS FOUND AT

4. **BUDGET and STAFFING:** Justify the program's financial need and how it aligns with Appendix IV. Budget Narrative & Itemization.
- A. Provide a summary of how the funds will be utilized over the three-year period of the grant.
 - B. Describe the organizational positions supporting the grant proposal. Include any required provider qualifications, licenses, and/or certifications. Note: Do not include specific employee information.
 - C. Identify key financial staff that will be involved with invoice preparation and fiscal management of the program.

<https://jobs.utah.gov/department/rfg/tanf.html>
FILLABLE FORMS FOUND AT
SAMPLE ONLY

**Appendix III
Department of Workforce Services
Budget Narrative and Itemization Form**

All planned expenses must be itemized, detailed and described for each line item.
Cells may be expanded as necessary in order to provide all required information.

Organization:

Contract Dates:

Category I - Indirect Expenses:

- 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 subaward.
No expenses should be entered into Category II if choosing the de minimis rate.

Category I Indirect Expenses	NICRA Rate and Base(s) - OR - De Minimis	Grant Funds Requested
Indirect Costs		\$ -
<i>Cannot exceed the entity's federal V approved indirect cost rate (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III expenses as listed in the notes below.</i>		

Category II - Direct Administrative Expenses:

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

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture)</i>		\$ -
Insurance		\$ -
Material and Supplies <i>(e.g. consumable goods)</i>		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security)</i>		\$ -
Space Costs <i>(e.g. rent, lease)</i>		\$ -
Travel & Transportation		\$ -
Utilities <i>(consistent monthly utility charges - gas, water)</i>		\$ -
Total Category I Indirect Expenses and Category II Direct Administrative Expenses		\$ -

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of TOTAL Category I, Category II, and Category III Expenses.

Category III - Direct Program Expenses:

Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture)</i>		\$ -
Insurance		\$ -
Material and Supplies <i>(e.g. consumable goods)</i>		\$ -
Client Services <i>(e.g. assistance such as rental assistance)</i>		
Professional Fees & Contract Services <i>(e.g. consultants, security)</i>		\$ -
Space Costs <i>(e.g. rent, lease)</i>		\$ -
Staff Travel & Transportation		\$ -
Staff Development & Training		\$ -
Utilities <i>(consistent monthly utility charges - gas, water)</i>		\$ -
Total Category III Program Expenses		\$ -
Total Category I, Category II and Category III Expenses		\$ -

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

**Appendix IV
Department of Workforce Services
Budget Detail Form**

Organization Name:				
Contract Dates:				
Category I Indirect Expenses	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Total Budget Request
Indirect Costs (NICRA/De Minimis)				\$0
Category II Direct Administrative Expenses	Grant Funds Requested Year 1	Grant Funds Requested Year 2	Grant Funds Requested Year 3	Total Budget Request
Salaries				\$0
Fringe Benefits				\$0
Communications				\$0
Equipment				\$0
Insurance				\$0
Material & Supplies				\$0
Professional Development & Training				\$0
Professional Fees & Contract Services				\$0
Space Costs				\$0
Travel & Transportation				\$0
Utilities				\$0
Total Category I Indirect Expenses and Category II Direct Administrative Expenses	\$0	\$0	\$0	\$0
<i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of the TOTAL Category I, Category II and Category III Expenses.</i>				
Category III Program Expenses				
Salaries				\$0
Fringe Benefits				\$0
Communications				\$0
Equipment				\$0
Insurance				\$0
Materials & Supplies				\$0
Client Services				\$0
Professional Fees & Contract Services				\$0
Space Costs				\$0
Staff Travel & Transportation				\$0
Staff Development & Training				\$0
Utilities				\$0
Total Category III Program Expenses	\$0	\$0	\$0	\$0
Total Expenses Category I, II and III	\$0	\$0	\$0	\$0

<https://jobs.utah.gov/department/rg/tanf.html>

FILLABLE SAMPLE FORM ONLY



State of Utah
Department of Workforce Services

APPENDIX V: FFATA CERTIFICATION BY THE SUBRECIPIENT (Not required for State Agencies and Component Units)

Organization Name: _____

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a UEI number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

- NO: Skip to Attestation below
- YES: Continue, complete Executive Compensation and Attestation below

Executive Compensation

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

*Total compensation means the cash and non-cash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the organization information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Executive Officer
or Designee, Signature: _____ Date: _____

Name and Title: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "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.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor 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. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract 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 Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by 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 Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity 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 Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. 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 a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices 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). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity 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 the State Entity 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 Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR 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. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, 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. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

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

3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.

4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR 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.

5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR 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, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor'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).

6. **MONITORING:**

- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'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 CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR 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 CONTRACTOR and DWS.
- c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR 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.

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

8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract 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.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - 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 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. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, CONTRACTOR 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 CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR 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.
- 9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
- 10. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, 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 CONTRACTOR 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 Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
- 11. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
- 12. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges 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.

13. **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.
14. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received 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 goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
15. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
16. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/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 Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR 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 Contract 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 Contract.
19. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in

the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

20. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**

- a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
 - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - iii. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than

“necessary and reasonable costs to perform the services” as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

21. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
22. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Indirect Expenses” or Category II, “Direct Administrative Expenses” or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
23. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
24. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR 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. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
25. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS’S or CONTRACTOR’S responsibilities with respect to this contract is prohibited except as required or allowed by law. CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR 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 CONTRACTOR or anyone for whom the CONTRACTOR is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

Attachment C
SCOPE OF WORK

1. Purpose/Background

DWS requested grant applications from counties or associations of county governments for these entities to expand or develop programs that will assist families to move out of poverty by connecting families to services that exist. Program provides comprehensive and synchronized support services to TANF eligible needy families.

2. TANF Purpose

Grantees must provide additional evidence based research showing how their programming supports the selected TANF purpose(s).

TANF Purpose 2: End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage.

3. Grantee Responsibilities

A. Grantee shall:

- a. Provide resource integration coaches to families to mentor and coach them in attaining financial self-sufficiency by connecting them to resources and services available to them in their county. Services provided will:
 - i. Be tailored to meet the specific needs of the family receiving assistance, with a focus on children.
 - ii. Utilize a person-centered approach to build social capital and reduce bureaucratic hurdles and inefficiencies.
 - iii. Promote the goal of attaining financial self-sufficiency.
 - iv. Be provided in a timely manner and for a duration that is deemed to be effective.
- b. Grant funds cannot supplant existing funding for programs including private, county, state or other federal funds.
- c. Determine TANF eligibility of families providing services to.

B. Customer Eligibility Determination

- a. Serve TANF eligible families and determine eligibility as outlined in the TANF eligibility verification process found on the DWS Contractor website:
<http://iobs.utah.gov/services/tevs/tanfcontract.html>.
 - i. Families receiving services must have at least one eligible child under the age of 18 or a pregnant woman in her third trimester in the household.
- b. Verify eligibility by completing the TANF Needy Eligibility Form (see Attachment J -Form 300).
- c. Enter participant information into the TANF Eligibility Verification System (TEVS) at least weekly, using the Form 300 (Attachment J). Access the TEVS website at:
<http://jobs.utah.gov/jsp/tevs>.
- d. Ensure a Release/Disclosure of Information 115C form is signed and dated by the participant (see Attachment I).

- e. Maintain a case file for all TANF eligible families to include:
 - i. TANF Needy Eligibility Form 300 (see Attachment J - Form 300).
 - ii. Release/Disclosure of Information Form 115C (see Attachment I).
 - iii. All supporting documentation used to determine eligibility.
 - iv. Social Security number for all eligible family members.
 - v. Picture ID of at least one household member over age 18.
- f. The Grantee shall have access to the DWS eShare system to assist in determining program eligibility. Grantee shall comply with the provisions set forth in Attachment D - System Access Agreement.

4. Data Sharing

- A. Wage related outcomes will be reported using DWS wage data for program participants.
 - a. Grantee will be required to request data through Moveit for secure encrypted electronic data file transmission.
 - b. Data requests will be made in writing through Moveit to correspond with Quarterly and Annual reporting. Data will only be provided for participants specifically identified in the request that have been previously reported as program participants.
 - i. Moveit package data requests will include: customer name, SSN, and completed 115C (see Attachment I).
 - c. Data elements to be provided include participant's name, employment wages and dates related to earnings.
 - d. Grantee shall comply with the Data Transmission requirements as set forth in Attachment D - Data Transmission Agreement.

5. Expected Outcomes

The Department of Workforce Services (DWS) will closely monitor and track specific data and outcome measures as outlined in the scope of work. Grantee will be required to report on all identified outcomes quarterly and annually using the DWS provided templates. Outcomes will reflect unduplicated counts for all customers, and be reported using a numerator and a denominator for % outcomes.

- A. Provide an integrated system of support and serve at a minimum XX TANF eligible participants experiencing poverty for the 3 years of this contract.
- B. Increase the annual income of 25% of families in the program to above 150% of the current Federal Poverty Limit.
- C. Grantee must identify at least one additional outcome to measure success as negotiated with DWS.

6. Reporting

- A. Quarterly reports will be required using a DWS template and submitted by the following dates each year of the contract:
 - Quarter 1: October 15
 - Quarter 2: January 15
 - Quarter 3: April 15

- Quarter 4: July 15

B. Annual Reports must be submitted by using the DWS provided template by July 15, following the end of each contract year.

1. Quarterly and annual reports will reflect unduplicated data for each outcome.

7. **Monitoring**

Monitoring may include, but is not limited to, site visits, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.

- A. Monitoring will be determined based on the DWS' policy and procedure.
- B. Required reports will be monitored for accuracy and timeliness.

8. **Budget**

- C. Funds will be designated annually as listed on the budget detail form. Unused funds from one year to the next may be forfeited.
- D. Total indirect and direct administrative costs must not exceed 15% of the total program costs.
- E. Grantee shall submit requests for reimbursement of expenses using the DWS reimbursement billing template no less than quarterly. The final billing must be received no later than July 15, 2026.
- F. Processing times for payments are determined by accuracy of invoices and approval by the DWS Finance Division.
- G. Allowable costs for this grant are specified in Attachment K- Appropriate Uses of TANF Funds.
 1. This attachment provides general guidance. However, all expenses must support the specific purpose of this grant opportunity and be approved through the grant budgeting process.
 2. If there are any questions regarding allowable and unallowable costs, grantee should contact their DWS Contract Owner prior to incurring the expense to confirm an expense is allowable. Not obtaining prior approval or costs, may result in expenses being non-reimbursable.
- H. Budget change request process:
 1. Budget change request will be made in writing.
 2. Budget change requests will occur prior to the purchase and including item description, desired fiscal change and rationale for the change.
 3. Budget changes shall not be made during the last 90 days of the contract year.

9. **Grant Orientation/Training Meeting**

Attendance at a mandatory grant orientation is required. Required attendees include the program administrator and other pertinent personnel. DWS will provide a date and time for the orientation.

Attachment D
Information Sharing

I. Purpose

The Grantee shall have access to the DWS eShare System (System) for the purpose of determining TANF eligibility. DWS will also provide wage data to Grantee to assist Grantee in tracking and reporting outcomes.

II. System Access

A. eShare System Access

Grantee shall utilize the eShare system to verify DWS public assistance benefits that may include Financial, Food Stamps and Medical programs for the sole purpose of determining eligibility.

1. Grantee will be given eShare access to conduct a Benefit Issuance search for the client.
2. The eShare search results will provide information on the public assistance benefits the client has received.
3. Grantee will have access to the specific data elements listed below for the sole purpose of determining program eligibility:
 - a) Benefit Issuance Screen
 - (1) Benefit Month
 - (2) Benefit Issuance Date
 - (3) Benefit Amount
 - (4) Benefit Status

B. TANF Eligibility Verification System Access

Grantee will be provided to the TANF Eligibility Verification System (TEVS) to enter customer information.

III. Data Transition

The parties shall send all data requests permitted under this agreement through Moveit to the contacts listed on the agreement and include the **name and contact information for the authorized recipient and the expected date of file transfer.**

A. The data will be sent only to the authorized recipient through Moveit.

B. DWS will provide Grantee with the following wage data to assist Grantee in tracking and reporting outcomes;

1. Names
2. Employment Wages
3. Dates Related to Earnings

IV. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to

another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."

- B. Utah Administrative Code R986-100-110(4)(b), (c), (g).
- C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Grantee provisions (42 U.S.C. 1306, as amended).

V. Disclosure and Confidentiality Requirements

- A. All Grantee users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment E) to gain access to the system.
- B. Grantee shall use the most recent version of the DWS 3rd Party Access Request Form when requesting access for new employees. Grantee shall contact the DWS contact listed on the Agreement to obtain the most recent version of the DWS 3rd Party Access Request Form.
- C. Grantee shall immediately notify, by email, the DWS Contract Owner and dws_data_security@utah.gov when previously authorized employees are no longer authorized access to the system.
- D. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Grantee and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Grantee's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment H).
- E. The Grantee's employees shall only query information for individuals who are applying for or participating in Grantee's programmed services.
- F. Grantee shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or any other means.
- G. The information shall not be stored on any server accessible from the Internet or by unauthorized Grantee personnel.
- H. At the request of DWS, the Grantee shall identify all personnel, by position, authorized to request and receive information.
- I. Grantee shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both.

Section 63G-2-801(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or

protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor.”

Furthermore, Subsection (2) (a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled or protected record to which he is not legally entitled, and classifies such acts as Class B misdemeanors.

- J. Any person who knowingly and willfully requests or obtains wage records under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under law to receive it shall be guilty of a misdemeanor and receive a fine of not more than \$5,000 under federal law (UIPL 11-89, Attachment III), or guilty of a class C misdemeanor under Utah law (Subsection 76-8-1301(4)). Any person whose information was negligently or knowingly disclosed without authorization may bring a civil action for damages or such other relief as may be appropriate against any officer or employee (UIPL 11-89, Attachment III).
- K. Grantee shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
- L. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.
- M. The confidentiality of social security records shall be maintained in accordance with 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
- N. Social security records may only be re-disclosed pursuant to the provisions of 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
- O. The penalties for unlawful access or disclosure of social security records shall be governed by the provisions of 42 U.S.C. 1306.

VI. Background Review

Grantee shall comply with the requirements set forth on Attachment G.

VII. Data Security

- A. Grantee shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Grantee shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.
- B. Grantee shall follow the information security guidelines set forth in the latest version of NIST 800-53.
- C. Grantee shall access the system using a two-factor authentication process by logging in with a Utah ID account with a State of Utah security token. DWS will provide security tokens to authorized users during the term of this Agreement. Grantee shall be responsible for the cost of replacing lost and damaged tokens.
- D. Grantee shall return all security tokens to DWS upon termination of contract by either party, when contract ends, or upon DWS' request.

- E. Grantee shall cooperate with DWS to exchange security tokens if at any time during the term of this Agreement it becomes necessary to update or change security tokens utilized to access the system.
- F. Grantee shall control access based on need to know. Grantee shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
- G. DWS will maintain a query log containing the user identification, the date/time of each query, and the Social Security number used in each query. The query log may be used to monitor Grantee compliance with the terms of this Agreement.
- H. Grantee shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. Grantee shall secure information in a manner to protect confidential files.
- I. Grantee shall avoid printing or faxing any DWS confidential information unless necessary for required job duties, where no other methods exist to store or communicate the needed information. Printing or faxing may only occur at an approved third party site and may not occur in a telework or outreach environment.
- J. Screenshots, photographs or other media images/recordings of DWS confidential information is prohibited. This includes all DWS applications and any documents provided by DWS that contain confidential information.
- K. DWS and Grantee agree to train users accessing, disclosing, or receiving information under this Agreement, including contractors and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure. DWS has the right to review the Grantee's disclosure-training program and require any changes necessary to said program.
- L. DWS and Grantee system security plans must include provisions warning of the potential statutory sanctions for individuals who violate access and disclosure provisions. Procedures governing sanctions and individual corrective actions under applicable statutory authority shall be pursued and taken against individuals who violate terms of this Agreement.
- M. Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- N. Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all

communication shall be coordinated with DWS. Contractor is responsible for all notification and remedial costs and damages.

- O. Grantee shall develop a contingency plan for addressing access to any uniquely sensitive records such as public officials and celebrities.
- P. Grantee shall notify DWS of any major change in a system platform (hardware or software) procedure or policy affecting transmission or distribution so that re-review of system safeguards can be initiated.
- Q. Grantee shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Grantee. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or within a reasonable time frame, based on professional information technology industry standards and best practices:
 - 1. Grantee will have whole disk encryption on laptops and devices that are used to access the system.
 - 2. Install the most recent OS service pack.
 - 3. Install the most recent OS security updates.
 - 4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
 - 5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.
 - 6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
 - 7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
 - 8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
 - 9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
 - 10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
 - a) enterprise management tools (vs. tools for home use)
 - b) network vulnerability scanning tools
 - c) deactivation of unauthorized ports
 - d) wireless intrusion detection systems (WIDS)
 - e) disabling peer-to-peer network capability
 - f) disabling wireless peripheral access, such as Bluetooth
 - g) disable the ability to connect to public wireless networks and those not authorized by Grantee
- R. Maintain, monitor and analyze security audit logs.
- S. Maintain controlled use of administrative privileges.
- T. Continually assess vulnerability and remediate.
- U. Limit and control network ports, protocols, and services.

V. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.

VIII. Client Informed Consent

Grantee may only request/query information for individuals who are applying for or participating in the Grantee's program and who have signed a release of information (see Attachment I - Form 115C).



Attachment E
State of Utah
Department of Workforce Services
DWS 3RD PARTY ACCESS REQUEST FORM

Complete the User Information, sign and return to the DWS Contract Owner at:

Email of Contract Owner _____

INFORMATION ACCESS (Completed by DWS and DTS)

3 rd Party Agency Contract or Agreement Number: _____			
Contract Dates: Start Date: _____		End Date: _____	
REQUESTED ACCESS			
<input type="checkbox"/> AUDITOR	<input type="checkbox"/> AWARE	<input type="checkbox"/> CONTENT NAVIGATOR IMAGING VIEW	
<input type="checkbox"/> EREP (STATE Agency Only)	<input type="checkbox"/> ESHARE	Role:	_____
<input type="checkbox"/> UI UNEMPLOYMENT TRANSACTIONS:	<input type="checkbox"/> WBPS	<input type="checkbox"/> WAGE	<input type="checkbox"/> CATS LABOR
	<input type="checkbox"/> CATS	<input type="checkbox"/> CATS EMPLOYEE	
<input type="checkbox"/> UWORKS:			
Job Title: _____		Office: _____	Team: _____
Desktop User Name: _____			
<input type="checkbox"/> OTHER SPECIAL ACCESS: _____			
Special instructions/comments: _____			

USER INFORMATION (Complete All Fields)

Agency Name: _____

Effective Dates: Start Date: _____ End Date: _____

First Name: _____ Last Name: _____

Work Phone: _____ Work Email: _____

Office Mailing Address: _____

Do you have an RSA Token? Yes No If yes, what is the number? _____

New/Re-instated Delete User Access Change

STATE AGENCIES (Complete All Fields)

State EIN: _____ State Employment Logon ID: _____

Read the following Security Policy and sign the Agreement on page 2.

DWS COMPUTER SECURITY POLICY STATEMENT

Computer system resources and information of the Department of Workforce Services (DWS) are information technology assets of the State of Utah and must be protected. This includes protection from **unauthorized disclosure**, modification, or destruction, whether accidental or intentional.

Users of DWS computer systems are subject to all requirements and sanctions of Federal and State statute and administrative rules. Policies and procedures regarding proper use, ethics and conduct while accessing data must also be followed.

ATTACHMENT F CODE OF CONDUCT

****Each Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has interaction with clients must sign this Code of Conduct (Code) at the beginning of the grant or upon hire. A signed copy of this Code must be in employee's/volunteer's file subject to inspection and review by Department.**

The purpose of this Code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients.

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that they are unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

All references to "Contractor" herein shall include the Contractor, its employees, officers, agents, representative or those authorized by the Contractor to perform services under this Agreement.

The Contractor agrees that it shall adhere to this Code when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code.

Contractor understands and acknowledges that failure to comply with this Code may result in corrective action, probation, suspension, or termination of contract, license or certification.

Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior.

Contractor and its authorized agents shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat or cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

Contractor shall not, by acting; failing to act; encouragement to engage in; or failure to deter from; cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. Contractor shall not engage any client as an observer or participant in sexual acts. Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Abuse includes, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.

4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation includes, but is not limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the client's treatment plan and is in accordance with written agency policy.

Neglect includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, or sleeping.
5. Failure to arrange for medical care or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation includes, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor shall document and report to DWS abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT G

CRIMINAL BACKGROUND CHECK REQUIREMENT FOR GRANTEES & CONTRACTORS PROVIDING SERVICES TO DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
 - a) type of required background check,
 - b) who is required to be checked,
 - c) frequency, and
 - d) criteria used to determine pass or fail background check.
 2. Proof of compliance with such law(s), regulation(s) or requirements.
 3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
 2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
 - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
 - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
 - b) FBI information can be found at www.fbi.gov under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
 - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
 - 1. Any matters involving a sexual offense.
 - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
 - 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
 - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
 - 1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
 - 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
 - 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
 - 4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - a) provide personal protection;
 - b) provide necessities such as food, shelter, clothing, or medical or other health care;
 - c) obtain services necessary for health, safety, or welfare;
 - d) carry out the activities of daily living;
 - e) manage the adult's own resources; or
 - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.

ATTACHMENT H

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

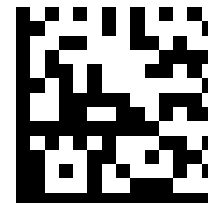
Date

Print Name



**RELEASE/DISCLOSURE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**

**ONLY for use by Contracts and Refugee Home Visits
Where UWORKS is Unavailable**



D08223900810101

Name (Print)

PID

Case #

I understand that my records are protected under the State and Federal regulations as well as professional codes of ethics governing confidentiality and cannot be released or disclosed without my written consent, unless otherwise provided for in the State and Federal regulations.

I authorize the release and/or disclosure of information only to the agencies listed below with the restriction that the information cannot be passed on to any other person or entity/agency Yes No

- | | | |
|--|--|--|
| <input type="checkbox"/> Div. of Child & Family Services | <input type="checkbox"/> Div. of Services for People with Disabilities | <input type="checkbox"/> Div. of Juvenile Justice Services |
| <input type="checkbox"/> Job Corps | <input type="checkbox"/> Juvenile Court | <input type="checkbox"/> Local Mental Health Providers |
| <input type="checkbox"/> School Districts | <input type="checkbox"/> State/Local Health Department | <input type="checkbox"/> Substance Abuse Treatment Providers |
| <input type="checkbox"/> Vocational Rehabilitation | <input type="checkbox"/> Social Security Administration | <input type="checkbox"/> Any & All Employer/Worksite |
| | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

The information selected below is to be released and/or disclosed to coordinate a variety of services on my behalf. In order to provide these services, representatives of public and private agencies may be working together and may need to share information about me with one another.

I authorize the information below to be released from and/or disclosed to the agencies selected above to assist the Department of Workforce Services (DWS) in coordinating services for me. I only authorize the release and/or disclosure of the specific items checked below. I understand that this consent is effective from the date below until the final day of the month following the termination of my currently open program(s) with DWS. I understand I may revoke this consent at any time by sending written notification to my Employment Counselor.

Note: DWS does not disclose controlled documents without consent of the DWS Legal Department.

R=Release my information from a third party to DWS D=Disclose my information from DWS to a third party

- | | | |
|--|---|--|
| <input type="checkbox"/> <input type="checkbox"/> Employment Information (wages, hours worked, schedule, etc.) | <input type="checkbox"/> <input type="checkbox"/> Employment Plan Development/Renegotiation | <input type="checkbox"/> <input type="checkbox"/> Legal Information (court documents/orders, etc.) |
| <input type="checkbox"/> <input type="checkbox"/> Addtl. Monitoring Information (WSL, CTW, job leads/contacts, etc.) | <input type="checkbox"/> <input type="checkbox"/> School Information (progress, attendance, schedule, etc.) | <input type="checkbox"/> <input type="checkbox"/> Treatment Information (plan, schedule, attendance, etc.) |
| <input type="checkbox"/> <input type="checkbox"/> Other _____ | <input type="checkbox"/> <input type="checkbox"/> Other _____ | <input type="checkbox"/> <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> <input type="checkbox"/> Other _____ | <input type="checkbox"/> <input type="checkbox"/> Other _____ | <input type="checkbox"/> <input type="checkbox"/> Other _____ |

Signature of Customer

Date

Signature of Parent or Guardian, if under age 18

Date

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162



Attachment J
State of Utah
Department of Workforce Services
TANF NEEDY FAMILY ELIGIBILITY FORM

Case/PID # if applicable) _____

Section 1: Household information. There must be a dependent child under age 18 living in the home. A Social Security number is a condition of eligibility for assistance required by section 1137 of the Social Security Act. Services will not be delayed or discontinued pending the issuance or verification of a Social Security number, if the applicant has documented application for one. Social Security numbers must be provided for all individuals included in the TANF Needy Family household size. **For more information please access the TANF contractor website at <http://jobs.utah.gov/services/tevs/tanfcontract.html>**

PLEASE USE A BLACK BALL POINT PEN TO COMPLETE FORM

Parent or relative caretaker name (first, middle initial, last)		Social Security number
Address		Utah resident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of birth (MM/DD/YYYY)		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
		Alien registration number: _____
		Date of Entry: _____
Spouse or relative caretaker name (first, middle initial, last)		Social Security number
Date of Birth (MM/DD/YYYY)		Utah resident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Entry		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
		Alien registration number: _____
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male

Section 2: Mark all services the customer is receiving. If any of these services are marked, the family may meet the income eligibility requirement. Documentation must be provided for all services marked. If no services are marked move to Section 3.

<input type="checkbox"/> CHIP (Children's Health Insurance Program) Plan A, B, or C <input type="checkbox"/> Any of the following Family Medicaid Programs: Child Medicaid, 12 Month Transitional Medicaid, Medically Needy Family, Medically Needy Child, Pregnant Woman or Medically Needy Pregnant Women <input type="checkbox"/> Food Stamps	<input type="checkbox"/> Refugee Cash Assistance <input type="checkbox"/> Family Employment Program (FEP) <input type="checkbox"/> Family Employment Program (FEP) Diversion <input type="checkbox"/> TANF (Temporary Assistance for Needy Families) Non-FEP Training <input type="checkbox"/> Women, Infant & Children (WIC) Food & Nutrition Service
---	--

Section 3: Income Guidelines. All parent or relative caretaker income is counted even if the parent or relative caretaker is not eligible to be included in the household size.

Does the family meet the income requirement of the contract or service being provided? Yes No
 (Refer to Policy, Charts and Tables, Table 13 – Income Guidelines:
http://jobs.utah.gov/infosource/EmploymentBusinessManual/Tables/Table_13_Income_Guidelines_TANF_Needy_Family.htm)

Monthly Gross Income of Parent(s) or Relative Caretaker(s) \$ _____
 (Refer to Policy at above web address, Section 720-5, Sources of Includable and Excludable Income)

**Note: Use prior one full month of gross income and provide documentation of that income in case file.*

I attest the information I have provided above is accurate.

 Applicant Signature

 Date

I attest the information provided by the customer is accurate to the best of my knowledge.

 Contractor Signature

 Date

Note: If any required information is incomplete or incorrect, the customer is not eligible for TANF Needy Family funding.

If you do not agree with the decisions made regarding your case, you may request a Fair Hearing with an impartial Hearing Officer verbally or in writing, by contacting either your contract service provider, or contacting the Department of Workforce Services at 1-877-837-3247 or <http://jobs.utah.gov/appeals/filingpublic.html>

Contractor will enter required customer information into the TANF Eligibility Verification System (TEVS) at least weekly, using the Form 300. Access the TEVS website at: <http://jobs.utah.gov/jsp/tevs/>

Form 300 information has been entered into TEVS for all customers with Social Security numbers.

Equal Opportunity Employer Program
 Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

INSTRUCTIONS FOR FORM 300 TANF Needy Family Eligibility Form

Purpose: Form 300 is to be completed by all contractors who determine eligibility for services they provide to TANF Needy Families. Documentation substantiating eligibility must be present in the file for each family member included in the TANF Needy Family household. Attach an additional Form 300 if needed for more than four dependent children.

Preparation: Contracts must clearly state any other eligibility factors and documentation required in order for the family to receive the service.

Case/PID may not apply for families not receiving DWS services.

Section 1: Families must have at least one US citizen or eligible alien in the TANF Needy Family household to be eligible for TANF funded services. A household unit includes eligible parents or relative caretaker(s) and their eligible dependent children under the age of 18 living in the home. Documentation of citizenship or immigration status and relationship for all parents or relative caretakers and their dependent children included in the TANF Needy Family household on Form 300 must be present in the case file. Refer to Table 9 for acceptable documentation.

Only enter eligible family members' information on Form 300.

The family must declare they are or intend to be a resident of Utah.

Skip to Section 3 if customer does not currently receive any of the services listed in Section 2

Section 2: Mark services the customer is receiving. Acceptable verification includes current letters or notices showing current eligibility status. All services marked must have documentation of receiving those services included in the case file.

Section 3: Complete Section 3 if customer is not receiving any services listed in Section 2, showing the Gross Monthly Income from the previous one full month. All income is counted. Acceptable verification includes a statement from the employer, copies of check stubs, or other documentation of previous one full month's income. Refer to Table 13 for income guidelines.

The contractor will enter required TANF Needy Family information into TEVS. A DWS employee will retrieve the information from TEVS and complete the required eShare query for the household. The contractor will be notified if additional information from the customer is required or if a family member is no longer eligible for the TANF Needy Family service. Refer to procedure, TANF Needy Family - Using the TANF Eligibility Verification System (TEVS) for Contracted Service.

The contractor will mark the check box at the bottom of Form 300 when required TANF Needy Family information has been entered into TEVS.

Applicant's Signature: The customer must sign indicating the information given is correct.

Signatures: The contractor who is determining eligibility must sign and date the form.

Distribution: Original filed in the case record

Retention: Three (3) years

Attachment K

Appropriate Uses of TANF Funds

Updated 3/31/22

The TANF program provides funding for a wide variety of employment and training activities, supportive services, and benefits that will enable clients to get a job, keep a job, and improve their economic circumstances. As a general rule, grantees must use the available funds to assist eligible, needy families with a child and to accomplish one of the four purposes of the TANF program:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
2. Reduce the dependency of needy parents by promoting job preparation, work and marriage.
3. Prevent and reduce the incidence of out-of-wedlock pregnancies.
4. Encourage the formation and maintenance of two-parent families.

Any use of Federal TANF funds must be consistent with TANF purposes and allowable TANF rules. Any costs charged to the TANF program must be what a prudent person would consider necessary and reasonable. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR 200. The following list identifies **some** possible uses of TANF funds.

Allowed	Disallowed
<ul style="list-style-type: none"> ● Administrative Expenditures ● Advertising and public relations ● Audit costs and related services ● Bonding costs ● Communication costs (<i>i.e. telephone services, postage, electronic or computer transmittal services</i>) ● Compensation (<i>salaries, wages, fringe benefits, pension, retirement benefits, severance pay</i>) ● Eligibility determination (<i>i.e. completing forms, gathering documentation</i>) ● Equipment (<i>i.e. office equipment, furnishings, HVAC copiers, IT equipment and systems</i>)** ● Food Service costs (<i>i.e. catered meals for trainings, meetings or conferences</i>) ** ● Indirect Costs ● Insurance and indemnification ● Maintenance and repairs (<i>i.e. vehicles, buildings, security, janitorial, upkeep of grounds</i>) ● Materials and supplies ● Meetings and conferences ● Memberships (<i>i.e. business, professional organizations</i>) ● Professional services ● Publication and printing ● Rental costs of building and equipment ● Training and education for staff ● Transportation costs for staff ● Travel (<i>i.e. airfare, lodging, transportation, meals</i>) <p>** Must be preapproved by the TANF Administrator and require additional justification.</p>	<ul style="list-style-type: none"> ● Alcoholic Beverages ● Alumnae activities ● Bad debts (<i>i.e. contractor debts, uncollectible accounts, collection costs, legal costs</i>) ● Building purchases, facilities, land or real estate ● Capital expenditures (<i>unit cost of \$5,000 or more</i>) ● Construction (<i>i.e. new buildings, remodeling, renovation</i>) ● Cost incurred in criminal and civil proceedings ● Contributions or donations rendered ● Employee morale/team building ● Entertainment (<i>i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities</i>) ● Entertainment related food services costs (<i>i.e. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events</i>) ● Fines and penalties ● Fund raising (<i>i.e. financial campaigns, endowment drives, solicitation of gifts and bequest</i>) ● Goods or services for personal use ● Idle facilities or idle capacity (<i>i.e. unused facilities and cost associated</i>) ● Medical Services ● Prescriptions or Copays ● Participant gifts ● Mortgage payments (Grantee) ● Vehicle purchases ● Stipends and honorariums ● Supplanting ● Foreign travel ● Gift cards

The following items provided to participants require TANF eligibility determination regardless of the TANF purpose the contract is under:

Basic needs (*i.e. food, clothing, shelter*)

Subsidized wages for participants

Post-secondary, occupational, vocational or basic education training for participants

Transportation costs for participants

ATTACHMENT L: 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. NIRCA – 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 NIRCA is established on a cost base(s).
 - In the detail information, list the organization’s NIRCA and cost base(s).
 - To determine the amount, multiply the NIRCA against the established cost base(s) amount listed in Category III.

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. Waving 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.

- In the detail information, indicate that de minimis has been chosen.
- To determine the amount, determine the MTDC in Category III (see the budget narrative for the eligible Category III expenses).
- 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 NIRCA, does not choose a de minimis rate, or has administrative expenses that are not part of their NIRCA 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.

- 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.

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