

STATE OF UTAH
DEPARTMENT OF WORKFORCE SERVICES \ OFFICE OF CHILD CARE

REQUEST FOR GRANT
for
“CHILD CARE PROVIDER ACCREDITATION SUPPORT SERVICES”

Purpose of Request for Grant

The Department of Workforce Services is soliciting proposals from all individuals, organizations or agencies interested in delivering child care provider accreditation services. Services must support national accreditation through either the National Association for the Education of Young Children (NAEYC), the National Child Care Association (NCCA), or the National Association for Family Child Care (NAFCC). The Department of Workforce Services will receive sealed proposals until **3:00 p.m. on Wednesday, 24 May 2000** from potential respondents. Only one proposal per respondent will be accepted. This RFG may result in multiple awards.

In order to be considered for an award, respondents must be able to demonstrate an understanding of the accreditation process and an ability to recruit and assist providers in completing the accreditation process. The information provided herein is intended to assist potential respondents in the preparation of proposals necessary to respond to this RFG.

Intent

It is the intent of the Department of Workforce Services to work collaboratively with individuals, organizations, and community agencies to improve the quality of child care in Utah by increasing the number of accredited providers in the state.

General Information

1. Requests for RFG Proposal Forms: May be obtained at Department of Workforce Services, 140 East 300 South, Salt Lake City, Utah. A copy may be mailed by calling Sharif F.Dajany at (801) 526-9430.
2. Submission of Proposals: Six (6) copies of the proposal must be to be submitted to the Department of Workforce Services, Procurements and Contracts, 140 East 300 South, Salt Lake City, Utah, 84111. Costs incurred in the preparation and submitting of proposals are the responsibility of the individual, organization or agency submitting and will not be reimbursed. Copies of the proposal become the property of the state and will not be returned.
3. Amendments to the Proposal: Amendments to proposals will be accepted provided they reach the above named location by the final deadline.
4. Funding Period: One year. Services to begin July 1, 2000 and to end June 30, 2001. This grant may be renewed at the end of one year, upon the agreement of both parties.

5. Contact Person: Questions regarding the proposal may be addressed to Sharrif F. Dajany, Department of Workforce Services, (801) 526-9430.
6. Receipt and Registration of Proposals: Proposals may be mailed to: Department of Workforce Services, P.O. Box 45249, Salt Lake City, Utah 84145-0249, Attention Sharrif F. Dajany, Contract Analyst. **Proposals are due in the office of the Contract Analyst at 3:00 p.m. on 24 May 2000.** A proposal not received by that time will not be considered. Faxed proposals will not be considered.
7. Evaluation of Proposals: Proposals will be evaluated by a qualified panel at a date and time following the final submission. Evaluations will be based on the stated evaluation criteria.
8. Review Panel: Department of Workforce Services (DWS) will appoint one or more review committees (as needed) comprised of individuals from the following disciplines:

- Higher Education and/or Office of Education Representative
- Resource and Referral Personnel
- Child Care Licensor
- Office of Child Care Representative
- Community Representative
- Department of Workforce Service Representative
- Others as needed

REQUEST FOR GRANT (RFG)

Section I -- Scope of Services

The intent of this RFG is to work collaboratively with individuals, organizations and community agencies to improve the quality of child care in Utah by increasing the number of accredited providers in the state. The following areas must be met at a minimum and addressed in all proposals.

1. The proposed service must outline a plan for recruiting new providers to participate in the accreditation process.
2. The proposed service must outline a plan for delivering support and technical assistance to providers in the accreditation process.
3. The proposed service must outline a plan for tracking providers' progress in the accreditation process.

Additional Requirements:

Proposals approved for funding must meet the following requirements:

1. Review and Reporting: Respondents will be required to submit quarterly reports detailing activities completed as outlined in the grant agreement.
2. Programs must be able to meet all applicable state and federal laws and regulations including OMB circulars for services. Financial records, including budget and spending records, must be available for review throughout the grant period. (Attachment C)

Funding will be available with the following restrictions.

1. Applicants may apply for funding ranging from \$5,000 to \$15,000. A total of \$30,000 is available for this project.
2. All budget requests must be within established cost limits. Only specified Department of Workforce Services allowable costs will be funded. (See Table A.)
3. All expenditures must occur within the grant period.
4. All proposals must have at least a 10% match (i.e. if the amount requested is \$5,000, the match must be at least \$500). Both cash and in-kind match is acceptable.

Section 2 -- Technical Requirements

Preparation:

1. Submit 6 clear copies
2. Copies MUST:
 - A. Be typed and double-spaced
 - B. Be printed on one side
 - C. Be no smaller than 10 point type (12 pitch or elite)
(This sentence is an example of 10 point type)
 - D. Have a minimum of one inch margins
3. The narrative portion of the application must not exceed 25 pages (double spaced)
4. Narrative pages must be numbered
5. Respondents are encouraged to submit proposals in three ring binders or bound. Stapled copies have a tendency to rip or lose pages.

Order of application:

1. Title page (form provided)
2. Abstract \ Summary of Proposal
3. Narrative (25 page maximum) must include:
 - A. Statement of Need 20 points
 - B. Objectives 25 points
 - C. Plan of Action \ Activities 25 points
 - D. Staffing Pattern 10 points
 - E. Budget Form (provided) 20 points
 - F. Budget Narrative (provided) 20 points
 - G. Match Form (provided) 10 points
 - H. Evaluation \ Impact 15 points
 - I. Plan for future \ ongoing funding 10 points

Total Possible Points	155 points
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-PROPOSALS WHICH DO NOT FOLLOW THESE GUIDELINES WILL NOT BE REVIEWED-

Section 3 -- Application Content and Format

1. **Title Page** (Please complete enclosed form.)

2. **Abstract \ Summary of Proposal** (One to two pages, doubled spaced.)

The abstract\summary should briefly summarize the scope of the proposal. It should include information such as: situation\need, objectives, plan of action, collaboration efforts, and expected outcomes.

3. **Narrative** (25 page maximum)

Each section heading should be clearly identified.

A. Statement of Need for Funding (20 points)

"Stated discrepancy between current conditions and desired conditions."

Proposals must identify the provider population to be served and justify the need for this funding. The Statement of Need should explain what now exists: the identified problem and how this project will improve the situation. State what needs to be done and why. What services can your project provide that are not currently being delivered within the community?

Proposals must also justify the need for funding. The Statement of Need should include a description of the financial resources currently available to you and why you need additional funding to offer the proposed project. Preference will be given to programs which can demonstrate a significant need for funding to provide services.

B. Objectives (25 points)

"Statements of measurable outcomes that will be accomplished within a given time frame."

Objectives are specific, measurable, and relate to a change in behavior, skills, knowledge, and accreditation status of participants as a result of the project. Include how many providers will be included in the project.

C. Plan of Action \ Activities (25 points)

"The means used to accomplish the objectives."

Clearly state the activities to be undertaken during the project period. Include a time line, broken down by month, which shows the activities required to accomplish the objectives of the project, including;

Specify the number of participants anticipated.

Specify the methods that will be used to advertise, recruit, and enroll participants in the project.

Specify the assistance and support to be given to providers to assist them in completing the accreditation project.

D. Staffing Pattern (10 points)

Explain who has responsibility and accountability for the project. List all staff who will work on the project, and outline their duties. Link responsibilities to project tasks and identify staff responsible. Define responsibilities and qualifications.

E. Budget Form (20 points)

Please complete enclosed form. Review Table A for information on allowable costs.

F. Budget Narrative & Itemization (20 points)

Please complete enclosed form.

G. Match Form (10 points)

Please complete enclosed form. The match must equal at least 10% of the funds requested.

Matches may not come from federal or state government sources. The match may include any of the following:

- staff/mentor time
- use of equipment
- supplies
- volunteer time
- cash
- other

A match form must be complete for each matching source.

H. Evaluation \ Impact (15 points)

Describe how the project will be monitored and evaluated to determine whether the objectives have been met. Indicate the type of evaluation tools\methods that will be utilized.

I. Plan for Future \ Ongoing Funding (10 points)

Grant funds are time limited. Other funding sources should be cultivated to ensure program continuation. Proposals must indicate what efforts will be made to provide long term financial support for the proposed training.

TABLE A
Cost Guidelines

Funding must not supplant (duplicate) existing funding. The following are Department of Workforce Services allowable costs:

PERSONNEL	
Project Coordinator/Mentors	\$10 - \$15 \ hr
MATERIALS & SUPPLIES	
Accreditation/self-study materials (Projects may fund all or part of these costs.)	Cost as determined by accrediting agency
FEES	
Validation visit fees (Projects may fund all or part of these costs.)	Cost as determined by accrediting agency

Department of Workforce Services
OFFICE OF CHILD CARE

PROJECT APPLICATION

TITLE PAGE

Title of Project:	
Applicant Name:	Federal Tax ID #:
Applicant Address: _____ _____ _____ _____	
Phone: (Business) _____	(Home) _____
(FAX) _____	(E-mail) _____
Amount of Funding Requested: \$ _____	
Signature of Project Applicant:	Date:

BUDGET FORM

CATEGORY	DWS/OCC GRANT	MATCHING FUNDS	TOTALS
1. PERSONNEL			
Project Coordinator/Mentors Salary - Benefits -			
2. MATERIALS & SUPPLIES			
Accreditation/self-study materials			
3. FEES			
Validation visit fees to professional accrediting organization.			
TOTALS			

BUDGET NARRATIVE ITEMIZATION

BUDGET CATEGORY	ITEMIZATION
1. PERSONNEL	
Salary	
Benefits	
2. MATERIALS & SUPPLIES	
3. FEES	
TOTALS	

SAMPLE BUDGET NARRATIVE\ITEMIZATION

BUDGET CATEGORY	ITEMIZATION
PERSONNEL Project Coordinator/Mentors (\$1,152)	Base @\$9.00/hr + Benefits @\$3.00/hr = \$12.00/hr $\$12.00/\text{hr} \times 96 \text{ hours} = \$1,152$
MATERIALS & SUPPLIES Self study materials (\$3,000 — project pays \$150, provider pays \$100)	$20 \text{ providers} \times \$150 = \$3,000$
FEES Validation visits (\$6,000 — project pays \$300, provider pays \$150)	$20 \text{ providers} \times \$300 = \$6,000$

MATCH FORM

Complete a separate form for each contributor used as match.

PROJECT TITLE: _____

NAME OF CONTRIBUTOR: _____

A. Total Cash Match: \$ _____

B. In-Kind Resources

1. Value of Personnel Services

Position	Hours\rate	Value
_____	_____	\$ _____
_____	_____	\$ _____

2. Value of Materials\Supplies

Description	Value
_____	\$ _____
_____	\$ _____

3. Other In-Kind Donations

Description	Value
_____	\$ _____
_____	\$ _____

Total in-kind Resources \$ _____

C. TOTAL CASH AND IN-KIND RESOURCES \$ _____

We agree to contribute the above cash and/or in-kind resources.

SIGNATURE TITLE DATE

ATTACHMENT C

STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On 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.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor 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 of Utah may otherwise have under this contract.

(Revision date: January 5, 2000)

ATTACHMENT C

ADDITIONAL DEPARTMENT OF WORKFORCE SERVICES STANDARD TERMS AND CONDITIONS

(Not for use with interagency agreements)

1. **CONFLICT OF INTEREST:** The **Contractor** certifies, through the execution of the contract, that no person in its employ, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The **Contractor** will not hire or subcontract with any person having such conflicting interest.
2. **INDEPENDENT CONTRACTOR:** The relationship of the **Department** and the **Contractor** hereunder shall be that of an independent contractor. Under no circumstances shall an employee agent or representative of either party be represented as, or be deemed to be, an employee, agent or representative of the other party for any purpose whatsoever. The **Contractor** acknowledges by signing this contract that no Social Security, Federal, or State taxes will be withheld from payments under this contract. However, payments under this contract may be taxable and an information return (IRS Form 1099) showing total contract payments made during the year will be sent to all contractors and to the Internal Revenue Services.
3. **INDEMNITY CLAUSE:** The **Contractor** agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance naming the **Contractor** and the State of Utah as insured parties under the policy. Such insurance shall be amended to indicate that it is the primary coverage and not a contributing coverage for the **Department**. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate.
4. **RENOMINATION OR MODIFICATIONS:** No claim for services furnished by the **Contractor** not specifically authorized by this contract will be allowed by the **Department**.
5. **ALLOWABLE COSTS AND PAYMENTS:** All expenditures must be in accordance to stated **Department** budget restrictions and to all applicable State and Federal laws and regulations including OMB circulars for services.
6. **REDUCTION OF FUNDS:** *(N/A to Open-Ended Contracts):* The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action, or if there is significant under utilization of funds. The **Contractor** shall be reimbursed for all services performed in accordance with this contract prior to the date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the **Contractor**. The **Department** will give the **Contractor** thirty (30) days notice of reduction.
7. **CITING DEPARTMENT IN ADVERTISING:** The **Contractor** agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the **Department**.
8. **DRUG-FREE WORKPLACE:** The **Contractor** understands that the **Department** provides a drug-free workplace in accordance with all federal and state laws and regulations. The **Contractor** agrees to abide by the **Department's** drug-free workplace policies while on the **Department's**

premises.

9. **TERMINATION (FUND-OUT):** The **Contractor** acknowledges that **Department** cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the **Department** cannot guarantee funding under this contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this contract. Therefore, in the event that the **Department** fails to receive appropriations then the **Department** may, by giving at least 60 days advance written notice, terminate this contract. The **Department** will reimburse the **Contractor** for services performed up through the date of cancellation.
10. **CONTRACTOR ASSIGNMENT:** Notwithstanding the **Department's** right to assign the rights or duties hereunder, the **Contractor** agrees and understands that this contract is based on the reputation of the **Contractor**, and this contract may not be assigned by the **Contractor** without the written consent of the **Department**. Any attempted assignment by the **Contractor** without the **Department's** written consent shall be wholly void.
11. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** The **Contractor** agrees that if during or subsequent to a contract CPA audit or Department of Workforce Service's Internal Review & Audit a determination is made that payments were incorrectly reported or paid, the **Department** may amend the contract and adjust the payments. In contracts which include a budget, the **Contractor's** expenditures to be eligible for reimbursement must be adequately documented. Any overpayments determined by audit and for which payment has been made to the **Contractor**, will upon written request, be immediately refunded to the **Department** by the **Contractor**. The **Contractor** further agrees that the **Department** shall have the right to withhold any or all subsequent payments under this or other contracts with the **Contractor** until recoupment of overpayment is made.
12. **SERVICE CODE COST SUMMARY:** When requested by the **Department**, the **Contractor** shall submit to the **Department** actual cost expenditures under this contract and specific service code. If selected for review, the **Department** will request cost data as early as ninety-one (91) days after completion of the prior contract period. Reported costs shall be in accordance with the **Department's** Cost Principles. Service Code Cost Summaries submitted are subject to review by **Department** audit. Therefore, Cost Summaries should agree in total (and in detail where possible) to any other financial information submitted to the **Department**. Such financial information would include audit reports, financial statements, etc. Cost Summaries which are found to disagree with other financial information submitted to the **Department** may be subject to further investigation.
13. **LICENSING AND STANDARD COMPLIANCE:** The **Contractor** currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this contract.
14. **GRIEVANCE PROCEDURE:** The **Contractor** agrees to establish a system through which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The **Contractor** will advise recipients of their right to present grievances concerning denials, exclusion from, or operation of the program, for a determination by the Department of Workforce Services. The **Contractor** will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the **Contractor** will notify the **Department** of the grievance and its resolution. If no resolution is reached with the **Contractor**, the grievance will be forwarded to the **Department** for processing through the **Department's** Administrative

Process.

15. **IMPOSITION OF FEES:** The **Contractor** will not impose any fees upon clients given services under this contract except as authorized by the **Department**.
16. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the **Department's** or the **Contractor's** responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, his attorney, or his responsible parent or guardian. The **Contractor** will be required to sign the Confidential Information Certification.
17. **CONSULTATION/TECHNICAL ASSISTANCE:** The **Department** will supply appropriate consultation/technical assistance as indicated/requested by the **Contractor** to assure satisfactory performance in providing the contracted services.
18. **CODE OF CONDUCT:** The **Contractor** agrees to follow and enforce the **Department of Workforce Service's** Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The **Contractor** assures that each employee or volunteer receives a copy of Code of Conduct. A signed statement to this effect must be in employee's/volunteer's file.
19. **THIRD-PARTY REIMBURSEMENT AND PROGRAM INCOME: OTHER CONTRACTS:** The **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.
20. **BILLINGS:** Billings and claims for services must be received within twenty (20) days after the last date of service for the period billed. The final billing must be submitted within twenty (20) days after contract termination or payment may be delayed or denied.
21. **FINANCIAL/COST ACCOUNTING SYSTEM:** The **Contractor** agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the **Contractor's** accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities. The **Contractor** further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.) which shall be stored and filed in a systematic and consistent manner. The **Contractor** also 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 four (4) years after the expiration of this contract. The **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.
22. **CHANGES IN BUDGET (Cost Reimbursement Contracts Only):** The budget attached hereto shall be the basis for payment. The **Contractor** may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by the **Department**. Expenditures in excess of those budgeted in either Categories I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the **Department**. The **Contractor** may, however, shift between either Categories I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will

not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the contract restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

23. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, said match shall be in accordance with provisions of Title 45 CFR, Part 74, Sub-part C. Other funding sources may require different non-federal match amounts will be indicated within the Budget.
24. **ADMINISTRATIVE EXPENDITURES:** Total administrative expenditures (Category I) may not exceed program limits as established by State and Federal regulations without prior written approval from **Department of Workforce Service's** , Executive Director.
25. **CONTRACT RENEWAL:** The **Contractor** agrees, for any contract issued as a result of an RFG the **Department** shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the RFG at a level of funding to be decided at the time of renewal.
26. **WARRANTIES:** The **Contractor** warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice and in accordance with the Work Statement. The **Contractor** agrees to abide by all applicable laws, regulations, and industry standards when performing services for the **Department**.
27. **TERMINATION UPON DEFAULT:** In the event this contract is terminated as a result of a default by the **Contractor**, the **Department** may procure or otherwise obtain, upon such terms and conditions as the **Department** deems appropriate, services similar to those terminated. The **Contractor** shall be liable to the **Department** for any damages arising there from, including attorneys' fees and excess costs incurred by the **Department** in obtaining similar services.
28. **GOVERNMENT RECORDS ACCESS MANAGEMENT ACT (GRAMA):** The **Contractor** should be aware that all documents produced from this contract will be subject to the State's Access to Public Records policy.
29. **CONTRACTOR'S RESPONSIBILITIES:** The **Department** will enter into contract with the **Contractor** only. The **Contractor** shall be responsible for all services as required by the RFG.
30. **HUMAN SUBJECTS RESEARCH:** The **Contractor** shall not conduct research involving employees of the **Department** or individuals receiving services (whether direct or contracted) from the **Department**.
31. **METHOD AND SOURCE OF CONTRACTOR PAYMENT:** The **Department** agrees to reimburse the **Contractor** in accordance with the attached budget. Warrant drawn against the State of Utah, will be made upon receipt of itemized billing for authorized services provided, and when required, supported by information contained on reimbursement forms supplied by **Department**.
32. **PAYMENT WITHHOLDING:** The **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 the **Department**, the **Contractor's** record keeping practices and/or reporting to the **Department** are not conducted in a timely and satisfactory manner, the **Department** 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, the **Department** agrees to notify the **Contractor** of the deficiencies that must be corrected in order to bring about the release of withheld payment.

33. **FINANCIAL REPORTING:** When classified as *Service Provider* (not subrecipient), the **Contractor** shall provide upon request an independent audit of their entity in accordance with Government Auditing Standards (GAS Yellow Book). The **Contractor** shall also provide financial statements (a balance sheet, income statement, statement of cash flows, statement of functional expense, and notes to the financial statements) prepared in accordance with Generally Accepted Accounting Principles (GAAP).

When classified as a **Private Non-profit or Profit entity**, the **Contractor** shall submit a copy of its audit report to the **Department** within one year of the close of the entity's fiscal year.

An entity filing only financial statements, shall submit the financial statements within five (5) months of the close of the entity's fiscal year. If this entity chooses to submit an audit report instead of the financial statements, the **Department's** Internal Audit must be notified of this decision prior to the end of the five month reporting deadline. If more time is needed, prior approval may be obtained from the **Department's** Internal Audit.

Audit reports and financial statements should be sent to the **Department of Workforce Services** /Budget and Audit, P.O. Box 45249 Salt Lake City, Utah 84145-0249. All **Contractors** are subject to periodic fiscal reviews by the **Department of Workforce Services**.

34. **MONITORING:** The **Department** will monitor the service given by the **Contractor** for each eligible client and the results obtained using this contract and the Work Statement (Scope of Work) as criteria.
35. **DEPARTMENT COST PRINCIPLES:** The **Contractor** agrees to abide by Federal and State Cost Principles as applicable to contract.
36. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is the **Department's** policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
37. **RELATED PARTIES:** The **Contractor** shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the **Department**. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the **Contractor** to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract;
- a. The **Contractor** shall be defined to include all owners, partners, directors, officers of the **Contractor** or others with authority to establish policies and make decisions for the **Contractor**.
 - b. Persons and/or organizations shall be considered related parties when any of the following conditions exist:
 - 1) A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to the **Contractor** through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

- 2) An organization has in common with the **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.

The **Contractor** is obligated to immediately call any contemplated or actual related-party payment to the attention of the **Department**. Upon notification of a related-party payment, the **Department** may, at its discretion, require that the **Contractor** undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the **Department** a satisfactory level of quality and cost. Any related-party payments contemplated under this contract are specified as follows: (if none, please so state). _____

38. **PRICE REDUCTION FOR DEFECTIVE COST OR 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 the **Contractor** furnished cost or pricing data (e.g., service code cost summaries, salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the **Department** may take in reference to such price reduction shall be independent of, and not be prejudicial to, the **Department's** right to terminate this contract.
39. **PAYMENT RATES (Does Not Apply to Contracts With DEPARTMENT OF WORKFORCE SERVICES Set Rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for the prior period, available budget, or 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.

[Rev.01/99]