



# GRANT AGREEMENT

## WEBER COUNTY PROSPERITY INITIATIVE

This Grant Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS** and **Weber County, 2380 Washington Boulevard, #360, Ogden, Utah 84401**, hereinafter referred to as the **Grantee** or **County**.

Vendor Number: 51959E Commodity Code: 99999 DUNS Number: 073101917

Contractor Type: *Government* Subrecipient/Contractor: *Subrecipient*

Grantee Program Name: *Weber County Prosperity Initiative/ICAN*

Funding Source: *Temporary Assistance for Needy Families (TANF) CFDA #93.558*

### PURPOSE

During the 2020 Legislative General Session Weber County was appropriated funding through House Bill 2 for the Weber County Prosperity Initiative to allow Weber County to continue to provide services under their county-level plan to address intergenerational poverty in their community.

### PERIOD OF PERFORMANCE

This Agreement shall be effective **July 1, 2020** through **June 30, 2022**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

### CONTRACT COSTS

The **Grantee** shall be paid up to a maximum of **\$250,000.00** per year for a total contract maximum of **\$500,000.00** for costs authorized under this Agreement, based on funding availability and/or Grantee performance. All expenditures and activities must be in accordance with all attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

### STATE FISCAL YEAR BILLING DEADLINE

***DWS must receive billing for services for the month of June no later than July 15<sup>th</sup>, due to the DWS fiscal year end. Billings submitted after this date may be denied.***

### ATTACHMENTS

- ATTACHMENT A: DWS Grant Terms and Conditions
- ATTACHMENT B: Scope of Work
- ATTACHMENT C: Federal Grant Funding Requirements
- ATTACHMENT D: Appropriate Uses of TANF Funds
- ATTACHMENT E: Form 115c – Release/Disclosure of Information
- ATTACHMENT F: Form 300 – TANF Needy Family Eligibility Form
- ATTACHMENT G: DWS 3<sup>rd</sup> Party Access Request Form
- ATTACHMENT H: eShare System Use Agreement
- ATTACHMENT I: Non-Disclosure Agreement
- ATTACHMENT J: Code of Conduct
- ATTACHMENT K: Criminal Background Check Requirement
- ATTACHMENT L: Budget Narrative and Itemization Form
- ATTACHMENT M: Budget Detail Form

**RATIFICATION**

It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

**CONTACTS**

DWS

T.J. Seegmiller, Program Specialist  
176 East 200 North  
Building B  
Cedar City, U 84721  
Phone: 435-865-6537  
Email: [tseegmiller@utah.gov](mailto:tseegmiller@utah.gov)

WEBER COUNTY

Melissa Freigang, Director  
2380 Washington Boulevard  
STE #360  
Ogden, UT 84401  
Phone: 801-698-1413  
Email: [mfreigang@webercountyutah.gov](mailto:mfreigang@webercountyutah.gov)

**SIGNATURE AND ACKNOWLEDGEMENT**

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

**ATTEST: WEBER COUNTY**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name and Title

**ATTEST: UTAH DEPARTMENT OF WORKFORCE SERVICES**

\_\_\_\_\_  
Jon Pierpont, Executive Director Date

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

**1. DEFINITIONS:**

- a. "**GRANTEE**" means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners.
- b. "**Subcontractor/Subgrantee**" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- c. "**Volunteer**" means an authorized individual performing a service without pay or other compensation.
- d. "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. DWS reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- e. "**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.

**2. GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be 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. CONFLICT OF INTEREST:**

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

**4. RELATED PARTIES:**

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
  - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

- ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
  - d. Upon notification of proposed related party payment, DWS may, at its discretion:
    - i. Require GRANTEE to undertake competitive bidding for the goods or services,
    - ii. Require satisfactory cost justification prior to payment, or
    - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
  - e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
    - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
    - ii. the name of the other related party;
    - iii. the relationship between the individuals identified in "i" and "ii" above;
    - iv. a description of the transaction in question and the dollar amount involved;
    - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
    - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
    - vii. the potential effect on this Agreement if the payment to the related party is made; and
    - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.
- 5. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE's performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE's liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.
- 6. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE's liability, such limitations of liability will not apply to this section.
- 7. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- 8. **AMENDMENTS:** This Agreement, including the Scope of Work may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
- 9. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
- 10. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
- 11. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement.

GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

**12. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**

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

**13. INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah.

**14. MONITORING:**

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

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

**16. AGREEMENT TERMINATION:**

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, 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 Agreement may be terminated for cause immediately and subject to the remedies below. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying

- GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
  - d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.  
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
  - e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
  - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
17. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
  18. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
  19. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
  20. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
  21. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee 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.
  22. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
  23. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

- services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
- c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
  - d. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.
33. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).
34. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
35. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices 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 Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
36. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
37. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.
38. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.
39. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE 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. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

**40. DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**

- a. Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For GRANTEE'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 GRANTEE 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 GRANTEE depend upon GRANTEE'S legal status.

**Table 1: Cost Principles**

| GRANTEE                               | 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 grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
  - iii. If total work time exceeds 40 hours in a week and GRANTEE 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 GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. 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.

**41. ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES 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.

**42. CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE 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. GRANTEE 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.

43. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
  - a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
  - b. Allowable under applicable cost principles.
  - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
  - d. In accordance with the appropriate Federal grant being matched.
  - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Indemnification Relating to Intellectual Property, Insurance.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
49. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors and/or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors and/or omissions that are discovered.
50. **ENTIRE AGREEMENT:** This Agreement 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.

## **Attachment B Scope of Work**

### **I. BACKGROUND**

In 2012, the Utah legislature passed the Utah Intergenerational Poverty Mitigation Act, which requires state agencies to work collaboratively to identify, track and support families at risk of intergenerational poverty. Through the use of data, communities have been able to gain greater understanding of educational and economic outcomes families must pursue to break the cycle of poverty, and have been able to discuss local solutions to these challenges.

In 2016, the Department of Workforce Services appropriated funding, awarded under the Community Planning Grant, which allowed counties with the largest number of children at risk of intergenerational poverty to develop a county-level plan with local outcomes and solutions to reduce the incidence of poverty from one generation to the next. Each of the plans aligned with the outcomes established by the Intergenerational Welfare Reform Commission (Commission) in its report, *Utah's Plan for a Stronger Future: Five- and Ten- Year Plan to Address Intergenerational Poverty*.

During the 2018 Legislative General Session, House Bill 326 (HB 326) established a program to further address intergenerational poverty. As a result of HB 326, Weber County was awarded a grant through the Intergenerational Poverty Plan Implementation Pilot Program (IGP Implementation Pilot Program) from the Department of Workforce Services (DWS). The purpose of the IGP Implementation Pilot Program was to assist the county with implementing a county-level plan to reduce the number of families experiencing intergenerational poverty in their community.

During the 2020 Legislative General Session Weber County was appropriated Temporary Assistance for Needy Families (TANF) funding through House Bill 2 (HB 2) for the Weber County Prosperity Initiative to allow Weber County to continue to provide services under the county-level plan that was implemented as a result of the IGP Implementation Pilot Program.

### **II. OBJECTIVE**

Through the Weber County Prosperity Initiative the County will:

- Continue to provide services under their county-level plan to reduce the number of families in their county experiencing intergenerational poverty.
- Bring together cross-agency representatives, as well as cross-system representatives, to implement the plan, thereby minimizing silos of service delivery and developing a coordinated system within the community to address the needs of TANF eligible families.
- Leverage the efforts of the community to ensure progress toward the Intergenerational Welfare Reform Commission goals without duplication of services.

### **III. TANF PURPOSE**

Under the Weber County Prosperity Initiative the County will provide services that meet TANF Purpose 2: Reduce the dependency of needy parents by promoting job preparation, work, and marriage.

### **IV. TARGET POPULATION**

The target population for services under this grant are TANF eligible families who are experiencing intergenerational poverty.

### **V. REQUIREMENTS**

#### **A. SERVICES**

The County will:

1. Implement and continue to provide services under the Weber County Prosperity Initiative to provide an integrated system of support and serve at a minimum 250 TANF eligible families experiencing IGP.
2. Provide each TANF eligible family with a Resource Integration Coach (RIC) that will provide a Family Resiliency Assessment and Services Screening and create an individualized Family Resiliency Plan (FRP).
3. Customize technology and use data analysis to track and measure outcomes.
4. Develop a recruitment and outreach strategy to ensure the services funded through this grant are targeted to TANF eligible families who are likely experiencing intergenerational poverty.
5. Ensure the Implementation Committee meets regularly throughout the duration of this agreement.
6. Consult with Resilient Utah to ensure trauma-informed plan design and incorporate trauma-informed care in the service delivery model.

#### **B. COMMISSION'S GOALS**

The Weber County Prosperity Initiative will align with the following Commission's five- and ten- year goals:

1. Early Childhood Development
  - a. 5-Year: Align all systems involved in early childhood development to ensure Utah has the capacity to prepare children at risk of remaining in poverty for kindergarten.
  - b. 10-Year: Children at risk of remaining in poverty as they become adults are emotionally, cognitively and developmentally prepared for kindergarten.
2. Education
  - a. 5-Year: Align systems assisting with educational outcomes to ensure efforts are focused in schools disproportionately impacted by intergenerational poverty. These systems include all levels of government, local schools, communities, business and nonprofits.
  - b. 10-Year: Children at risk of remaining in poverty as they become adults graduate from high school at the rate equal to the statewide rate.

3. Health
  - a. 5-Year: Children experiencing intergenerational poverty have access to quality physical health, mental health and dental care, regardless of where their family resides in Utah.
  - b. 10-Year: Children experiencing intergenerational poverty are receiving physical, mental and dental care at the same rates as the statewide rates in each of those areas, regardless of where their family resides in Utah.
4. Family Economic Stability
  - a. 5-Year: Children at risk of remaining in poverty are living in stable families, able to meet their basic needs (i.e., food, housing, health, safety and transportation).
  - b. 10-Year: Children at risk of remaining in poverty are living in families that are self-sufficient.

#### C. CUSTOMER ELIGIBILITY DETERMINATION

The County must:

1. Serve TANF eligible families and determine eligibility as outline in the TANF eligibility verification process found on the DWS Contractor website:  
<http://jobs.utah.gov/services/tevs/tanfcontract.html>.
  - a. Families receiving services must have a least one eligible child under the age of 18 or a pregnant woman in her third trimester.
2. Verify eligibility by completing TANF Needy Eligibility Form (see *Attachment F - Form 300*).
3. Enter customer information into the TANF Eligibility Verification System (TEVS) at least weekly, using the Form 300 (*Attachment F*). Access the TEVS website at:  
<http://jobs.utah.gov/jsp/tevs>.
4. Ensure a Release/Disclosure of Information form is signed and dated by client (see *Attachment E - Form 115c*).
5. Maintain a case file for all TANF eligible families to include:
  - a. TANF Needy Eligibility Form 300 (see *Attachment F - Form 300*).
  - b. Release/Disclosure of Information Form 115c (see *Attachment E - Form 115c*).
  - c. All supporting documentation used to determine eligibility.
  - d. Copies of Social Security cards for all eligible family members.
  - e. Picture ID of at least one household member over age 18.
6. The County may access DWS' eShare system to assist in determining eligibility. For eShare access, the County must agree to the provisions set forth in *Attachment H - eShare System Use Agreement*.

#### D. OTHER REQUIREMENTS

1. Complete annual criminal background checks on all employees and volunteers in compliance with *Attachment K - Criminal Background Check Requirement*.
2. Ensure that all employees and volunteers review and sign *Attachment I - Non-Disclosure Agreement* at the beginning of the grant or upon hire.

3. Ensure that each employee and volunteer who has interaction with customers review and sign *Attachment J - Code of Conduct* at the beginning of the grant or upon hire.
4. Maintain a case file for all employees/volunteers providing services under this Agreement. Case file must include:
  - a. Verification of annual criminal background check
  - b. Employee signed and dated Non-Disclosure Agreement
  - c. Employee signed and dated Code of Conduct
5. Post job openings on jobs.utah.gov.
6. Assist families to register on jobs.utah.gov.
7. Provide Quick Start Cards to all families.

#### E. OUTCOMES

The County will provide the following outcomes:

1. Increase the health and well-being of children experiencing intergenerational poverty participating in the Weber County Prosperity Initiative.
2. Decrease the barriers for family economic stability for adults experiencing intergenerational poverty participating in the Weber County Prosperity Initiative.

#### F. INDICATORS

Weber County Prosperity Initiative will utilize the following indicators, including those established by the Commission's five- and ten- year plan, to evaluate whether the provided services are meeting intended outcomes:

1. Early Childhood Development
  - a. % of children experiencing IGP, 0-2 years old, receiving home visitation services
  - b. % of children experiencing IGP, 2-5 years old, participating in pre-kindergarten or high quality early care and learning programs
  - c. % of 4-year old children experiencing IGP are kindergarten ready as measured by Kindergarten Entry and Exit Profile (KEEP)
  - d. % of parents of 0-5 years old children experiencing IGP who participate in parenting skills development courses to promote a strong parent-child bond
2. Education
  - a. % of IGP students enrolled in kindergarten who are participating in OEK
  - b. % of children experiencing IGP are enrolled in afterschool program
  - c. % of students experiencing IGP that are chronically absent
  - d. % of students experiencing IGP are Language Arts proficient
  - e. % of students experiencing IGP are Math proficient
  - f. % of students experiencing IGP have behavioral issues in the classroom
  - g. % of students experiencing IGP graduate/on track to graduate from high school
  - h. % of parents of children experiencing IGP who are able and willing to assist children with homework, participate /attend children's school activities or participate in parenting skills development courses

### 3. Health

- a. % of children experiencing IGP are covered by health insurance
- b. % of children, ages 0-18 years old and experiencing IGP who require behavioral/mental health services receive those services
- c. % of children experiencing IGP who have had well-visits in past 12 months
- d. % of youth experiencing IGP involved with juvenile justice/child welfare
- e. % of children experiencing IGP receive annual dental care
- f. % of adults experiencing IGP covered by health insurance
- g. % of adults experiencing IGP covered by dental insurance
- h. % of adults experiencing IGP who require behavioral/mental health services receive those services
- i. % of adults living in healthy environments
- j. % of adults experiencing IGP who have had an annual health check up
- k. % of adults experiencing IGP who have had an annual dental check up

### 4. Family Economic Stability

- a. % of IGP children and adults who are homeless
- b. % of IGP children moving more than once in a 12-month period
- c. % of IGP adults with year-round employment
- d. % of families receiving public assistance who experience IGP
- e. % of IGP adults expending 30% or more of income on housing
- f. % of IGP adults employed in occupations with wages sufficient to meet the basic needs of families
- g. % of IGP adults with adequate employability skills sufficient for full-time, year-round employment with benefits
- h. % of families with increase annual income above the 2020 Federal Poverty Limit
- i. Median annual income for families 1 year after participation in the ICAN project
- j. % of increase in family resiliency score for participating families

## VI. REPORTING

The County is required to complete the following:

- A. Report with the baseline measurements for each specified outcome and indicator due on or before September 30, 2020.
- B. Quarterly reports on progress regarding indicators, outcomes, and overall status of the program. Due dates for the quarterly reports and period covered are as follows:

| Report Due Date  | Period Included in Quarterly Report |
|------------------|-------------------------------------|
| October 31, 2020 | July 1, 2020 –September 30, 2020    |
| January 31, 2021 | October 1, 2020 – December 31, 2020 |
| April 31, 2021   | January 1, 2021 – March 31, 2021    |

|                  |                                     |
|------------------|-------------------------------------|
| July 31, 2021    | April 1, 2021 – June 30, 2021       |
| October 31, 2021 | July 1, 2021 – September 30, 2021   |
| January 31, 2022 | October 1, 2021 – December 31, 2021 |
| April 30, 2022   | January 1, 2022 – March 31, 2022    |
| July 31, 2022    | April 1, 2022 – June 30, 2022       |

- C. Annual report detailing Weber County Prosperity Initiative program progress.
1. Annual report must also include a sustainability plan.
  2. Annual Reports are due as follows:

| Annual Report Due Date | Period Included in Annual Report |
|------------------------|----------------------------------|
| July 31, 2021          | July 1, 2020 – June 30, 2021     |
| July 31, 2022          | July 1, 2021 – June 30, 2022     |

- D. The County shall provide any and all data requested by DWS.

## VI. MONITORING

- A. Monitoring may be completed by DWS to ensure funds are used for authorized purposes and contract compliance.
  1. Monitoring may include, but is not limited to, site visits, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.
- B. The County must submit the agenda from each plan implementation meeting.

## VII. EXPENSE REIMBURSEMENT

- A. The County shall submit requests for reimbursement of expenses using the billing template provided by DWS.
- B. Expense reimbursement is dependent upon timely submission of reports.
- C. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
- D. Processing times for payments are determined by accuracy of invoices and approval by DWS Finance Division.

## VIII. ALLOWABLE COSTS

- A. All expenses charged to this grant must be consistent with TANF purposes and applicable TANF rules.
- B. Any costs charged to the grant must be necessary, reasonable, and allocable to the program and be included in *Attachment L – Budget Narrative and Itemization Form* and *Attachment M – Budget Detail Form*.
- C. Examples of allowable costs are specified in *Attachment D - Appropriate Uses of TANF Funds*. However, not all costs listed in *Attachment D* are appropriate for this grant and program.
- D. The County will assess all participants for supportive resources through existing state and federal programs before invoicing this grant for an expense.

**IX. ADMINISTRATION AND INDIRECT COSTS**

- A. Total Administrative Costs (direct and indirect) must not exceed fifteen percent (15%) of the program total.
- B. Indirect Costs cannot exceed your Federally Approved Indirect Cost Rate or 15% if you do not have a Federally Approved Indirect Cost Rate.
  - 1. If claiming a Federally Approved Indirect Cost Rate, the County must provide a copy of their negotiated Indirect Cost Rate Agreement.

**X. OVERSIGHT**

The County must ensure proper administrative and accounting procedures are followed.



## ATTACHMENT C

### FEDERAL GRANT FUNDING REQUIREMENTS (For Subrecipient Agreements)

The following information is provided in accordance with Uniform Guidance in 2 CFR §200.331(a)(1).

#### DEPARTMENT OF WORKFORCE SERVICES AGREEMENT INFORMATION

|                                  |              |              |           |               |
|----------------------------------|--------------|--------------|-----------|---------------|
| Agreement Number:                | 21DWS0026    |              |           |               |
| Grantee/Contractor Name:         | Weber County |              |           |               |
| Grantee/Contractor DUNS:         | 073101917    |              |           |               |
| Amount Awarded by this action:   | \$500,000.00 |              |           |               |
| Total Amount Awarded:            | \$500,000.00 |              |           |               |
| Total Amount Committed:          | \$500,000.00 |              |           |               |
| Indirect Cost Rate:              | 15%          |              |           |               |
| Indirect Cost Rate Base:         |              |              |           |               |
| Agreement Period of Performance: | Start Date:  | July 1, 2020 | End Date: | June 30, 2022 |

#### FEDERAL GRANT INFORMATION

|   |   |
|---|---|
| Federal Grant Name:                         | Temporary Assistance for Needy Families                             |
| Federal Awarding Agency:                    | Department of Health and Human Services                             |
| CFDA#:                                      | 93.558  |
| Federal Award Identification Number (FAIN): | 1901UTTANF  |
| Federal Award Issue Date:                   | October 18th, 2018  |
| Is Federal Award for R&D?                   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |

**Note:** In absence of a Federal Award Letter, the department has received communication from the federal partner that funds will be authorized to support the funding of these contracts being developed prior to receipt of the award letter information.

#### DWS FISCAL GRANT MANAGER INFORMATION

|        |  |
|--------|--|
| Name   | Margaret Lautaimi  |
| Email: | <a href="mailto:margaretlautaimi@utah.gov">margaretlautaimi@utah.gov</a> |
| Phone: | (801) 526-9321   |

#### Explanation of §200.331(a)(1)(vi), (vii), and (viii):

*(vi) Amount of Federal Funds Obligated by this action by the passthrough entity to the subrecipient:*

This is the amount of funds obligated by the department to the Grantee/Contractor in this award action. If this action is an administrative change and no new money is being awarded, this line should be left blank, or the department could enter "0" or "N/A."

Example 1: \$50,000 new funds obligated to this award.

Example 2: N/A

*(vii) Total Amount of Federal Funds Obligated to the subrecipient by the passthrough entity including current obligation:*

This is the cumulative total amount awarded by the department to the Grantee/Contractor for this subaward, including the current amount awarded in this action and funds awarded in prior actions.

Example 1: \$150,000 (\$50,000 for this action added to the original \$100,000 award).

Example 2: \$50,000 (if no new funds are being added by this transaction).

*(viii) Total Amount of the Federal Award committed to the subrecipient by the passthrough entity:*

This is the total amount committed to the Grantee/Contractor's project or program. For this section of Uniform Guidance, the term committed means the amount of funds the department expects to award to the Grantee/Contractor in future actions plus amounts already awarded (obligated). If a future commitment is not available or known, then this item will be the same as in section vii above, total amount obligated.

Example 1: \$225,000 (\$150,000 obligated plus \$75,000 committed for future, possible obligations).

Example 2: \$150,000 (\$150,000 obligated since future commitments are unknown).

## Attachment- D

# Appropriate Uses of TANF Funds

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 applicable TANF rules. Any costs charged to the TANF program must be necessary, reasonable, and allocable to the program. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in OMB Circular A-87 Part 200 Subpart E. The following list identifies some possible uses of TANF funds.

| Allowed  | Disallowed   |
|--|--|
| <ul style="list-style-type: none"> <li>• Administrative Expenditures</li> <li>• Advertising and public relations</li> <li>• Audit costs and related services</li> <li>• Basic needs (<i>i.e. food, clothing, shelter</i>)</li> <li>• Bonding costs</li> <li>• Communication costs (<i>i.e. telephone services, postage, electronic or computer transmittal services</i>)</li> <li>• Compensation (<i>i.e. salaries, wages, fringe benefits, pension, retirement benefits, severance pay</i>)</li> <li>• Eligibility determination (<i>i.e. completing forms, gathering documentation</i>)</li> <li>• Equipment (<i>i.e. office equipment, furnishings, HVAC, copiers, IT equipment and systems</i>)</li> <li>• Food Service costs (<i>i.e. catered meals for trainings, meetings or conferences</i>)</li> <li>• Indirect Costs</li> <li>• Insurance and indemnification</li> <li>• Maintenance and repairs (<i>i.e. vehicles, buildings security, janitorial, upkeep of grounds</i>)</li> <li>• Materials and supplies</li> <li>• Meetings and conferences</li> <li>• Memberships (<i>i.e. business, professional organizations</i>)</li> <li>• Professional Services</li> <li>• Publication and Printing</li> </ul> | <ul style="list-style-type: none"> <li>• Alcoholic Beverages</li> <li>• Alumnae activities</li> <li>• Bad debts (<i>i.e. contractor debts, uncollectable accounts, collection costs, legal costs</i>)</li> <li>• Building purchases, facilities, land or real estate</li> <li>• Capital expenditures (<i>unit cost of \$5000 or more</i>)</li> <li>• Construction (<i>i.e. new buildings, remodeling, renovation</i>)</li> <li>• Cost incurred in criminal and civil proceedings</li> <li>• Contributions or donations rendered</li> <li>• Employee morale/team building</li> <li>• Entertainment (<i>i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities</i>)</li> <li>• Entertainment related food service 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>)</li> <li>• Fines and penalties</li> <li>• Fund raising (<i>i.e. financial campaigns, endowment drives, solicitation of gifts and bequest</i>)</li> <li>• Goods or services for personal use</li> <li>• Idle facilities or idle capacity (<i>i.e. unused facilities and cost associated</i>)</li> </ul> |

- Rental costs of building and equipment
- Training and education
- Transportation Costs
- Travel (*i.e. airfare, lodging, transportation, meals*)

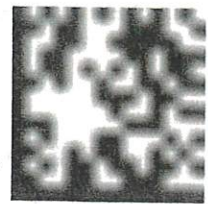
- Medical Services
- Prescriptions or Copays
- Mortgage payments
- Vehicle purchases
- Stipends and honorariums
- Supplanting
- Sales Tax
- Foreign travel

ATTACHMENT E

DWS-WDD 115C  
Rev. 10/2017



State of Utah  
Department of Workforce Services  
**RELEASE/DISCLOSURE OF INFORMATION &  
CONSENT FOR COORDINATED SERVICES**  
ONLY for use by Contracts and Refugee Home Visits  
Where UWORKS is Unavailable



D09920900780101

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

| R D   | R D   | R D  |
|---|---|--|
| <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"/> Addt'l. 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 F

DWS-ESD/WDD  
300 Rev. 07/2017



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<br><br><input type="checkbox"/> Any of the following Family Medicaid Programs:<br>Child Medicaid, 12 Month Transitional Medicaid, Medically Needy Family, Medically Needy Child, Pregnant Woman or Medically Needy Pregnant Women<br><br><input type="checkbox"/> Food Stamps | <input type="checkbox"/> Refugee Cash Assistance<br><br><input type="checkbox"/> Family Employment Program (FEP)<br><br><input type="checkbox"/> Family Employment Program (FEP) Diversion<br><br><input type="checkbox"/> TANF (Temporary Assistance for Needy Families) Non-FEP Training<br><br><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](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 G

DWS-ADM RACF-1  
Rev. 06/2020



State of Utah  
Department of Workforce Services  
DWS 3<sup>RD</sup> PARTY ACCESS REQUEST FORM

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

tseegmiller@utah.gov  
Email of Contract Owner

INFORMATION ACCESS (Completed by DWS and DTS)

|   |  |
|---|--|
| 3 <sup>rd</sup> Party Agency Contract or Agreement Number: <u>21DWS0026</u> |  |
| Contract Dates: Start Date: <u>07/01/2020</u>                               | End Date: <u>06/30/2022</u>                            |
| RSA Token: _____  | Profile (DTS): _____                                   |
| Profile (DTS): _____  |  |
| <b>REQUESTED ACCESS</b>   |  |
| <input type="checkbox"/> AUDITOR  | <input type="checkbox"/> AWARE                         |
| <input type="checkbox"/> CONTENT NAVIGATOR IMAGING VIEW                     |  |
| <input type="checkbox"/> EREP (STATE Agency Only)                           | <input checked="" type="checkbox"/> ESHARE Role: _____ |
| <input type="checkbox"/> UI UNEMPLOYMENT TRANSACTIONS:                      | <input type="checkbox"/> WBPS                          |
| <input type="checkbox"/> UWORKS:  | <input type="checkbox"/> WAGE                          |
| Job Title: _____  | Office: _____  |
| Desktop User Name: _____  | Team: _____  |
| <input type="checkbox"/> OTHER SPECIAL ACCESS:                              | <input type="checkbox"/> CATS LABOR                    |
| Special instructions/comments: _____  | <input type="checkbox"/> CATS EMPLOYEE                 |

USER INFORMATION (Complete All Fields)

Agency Name: Weber County

Effective Dates: Start Date: \_\_\_\_\_ End Date: 06/30/2022

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Organization Email: \_\_\_\_\_

Office Location: \_\_\_\_\_

Last 4 digits of SSN (leave blank if including a State EIN below): \_\_\_\_\_

New/Re-instated       Delete User       Access Change

STATE AGENCIES (Complete All Fields)

State EIN: \_\_\_\_\_ Previous 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.

Access to DWS computer systems is given on a need-to-know basis only. This is authorized only by certified owners of the specific system. Any unauthorized or improper use of the system, or providing access to others by disclosing access codes, passwords, and/or leaving active workstations unattended, may result in loss of access and prosecution under state and federal statutes.

Users granted access to DWS computer systems may access the information only for legitimate business purposes and must guard against improper use or disclosure of this information. Any information accessed through a DWS computer system is confidential.

Users are not allowed to access their own information or the information of family members or close acquaintances.

Information systems are monitored to detect inappropriate access and protect customer information. Access, including queries, are logged and stored. Ninety (90) days of user inactivity will result in termination of user access from the system.

Users must immediately report any suspicion or knowledge of any inappropriate access, misuse or disclosure of confidential information. Users who are aware of inappropriate access, compilation, distribution or misuse of confidential information and who fail to report it are subject to loss of access and civil and criminal sanctions, including fines and prosecution under state and federal statutes.

- I understand there are confidentiality regulations that govern DWS.
- I will only use the information for purposes specifically authorized in the contract or agreement between my agency and the Department of Workforce Services.
- I agree to comply with program confidentiality requirements specified in that contract or agreement.
- I understand my failure to safeguard confidential data may result in penalties, including fines, costs of prosecution, and imprisonment.

**I have read and agree to all of the provisions outlined in this security policy statement.**

USER SIGNATURE:  /s/ \_\_\_\_\_ DATE: \_\_\_\_\_

USER NAME (print): \_\_\_\_\_

SUPERVISOR NAME (print): \_\_\_\_\_ PHONE: \_\_\_\_\_

SUPERVISOR SIGNATURE:  /s/ \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*SUPERVISOR'S SIGNATURE IS ACKNOWLEDGING THIS INDIVIDUAL HAS BEEN TRAINED IN DWS CONFIDENTIALITY AND NON-DISCLOSURE POLICIES\*\***

**\*\*\*Supervisors must notify the Contract Owner when a user's access to DWS computer systems must be removed because of termination, transfer, or other reasons.**

|   |               |
|---|---------------|
| <b>DWS Data Security Only:</b>  | Log ID: _____ |
| DWS Contract Owner Initials   |               |
| (initial and email to <a href="mailto:DWS_DATA_SECURITY@utah.gov">DWS_DATA_SECURITY@utah.gov</a> ): | Date: _____   |
| DWS Data Security Signature: <u> /s/ _____</u>  | Date: _____   |
| DWS Business Owner: _____   | Date: _____   |

**Equal Opportunity Employer/Program**

Auxiliary aids 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 H

## ESHARE SYSTEM USE AGREEMENT

### A. Purpose

The **Utah Department of Workforce Services (DWS)** and **Weber County (County)**, shall enter into an agreement governing query access and use of the DWS eShare system. Clients provide DWS with information to determine eligibility and administer DWS programs. The County will access current information to determine program eligibility and administer additional services efficiently.

### B. Information Sharing

County 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. County 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. County will have access to the specific data elements listed below for the sole purpose of determining program eligibility:
  - a. Benefit Issuance Screen

### C. Termination

DWS may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon determination by DWS that there has been a breach of system integrity or security by the County, or a failure of the County to comply with the terms of this agreement, established procedures, or legal requirements.

### D. 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.

1. 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."
2. Utah Administrative Code R986-100-110(4)(b), (c), (g).

3. 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 a County provision (42 U.S.C. 1306, as amended).

#### **G. Disclosure and Confidentiality Requirements**

1. County users must agree to the terms of and sign the DWS 3rd Party Access Request Form (see *Attachment G*).
2. Information obtained under this Agreement shall only be used to support the valid administrative needs of the County and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. **County employees and volunteers must sign the "Department of Workforce Services Non-Disclosure Agreement"** (see *Attachment I*).
3. County employees shall only query information for individuals who are applying for or participating in County's programmed services.
4. County 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.
5. The information shall not be stored on any server accessible from the Internet or by unauthorized County personnel.
6. At the request of DWS, the County shall identify all County personnel, by position, authorized to request and receive information.
7. County 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.
8. 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), and/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).

9. County shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
10. 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.
11. 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.
12. 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.
13. The penalties for unlawful access or disclosure of social security records shall be governed by the provisions of 42 U.S.C. 1306.

#### H. Data Security

County shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. County shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.

1. County shall follow the information security guidelines set forth in the latest version of NIST 800-53.
2. County shall access the eShare 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. **County shall be responsible for the cost of replacing lost and damaged tokens.**
3. **County shall return all security tokens to DWS upon termination of contract by either party, when contract ends, or upon DWS' request.**
4. County 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 eShare system.
5. County shall ensure that it has thoroughly investigated the employees who are given access to this data. County will not grant access to employees whose background suggests they will be unable to meet the data security requirements of this agreement. Specifically, employees whose background checks reveal fraud, identity theft, or substance abuse shall not be allowed to access this data. DUI

convictions for all substances other than alcohol shall disqualify an employee from access.

6. County shall control access based on need to know. County 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.
7. 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 County compliance with the terms of this agreement.
8. County 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. County shall secure information in a manner to protect confidential files.
9. County 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.
10. 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.
11. DWS and County agree to train users accessing, disclosing, or receiving information under this MOU, including contractors and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure. Disclosure officers for each party have the right to review disclosure-training programs for each party and require any changes necessary to said programs.
12. DWS and County 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.
13. County shall permit DWS the right of on-site inspection without prior notification to ensure that the requirements of this agreement are being met. Additionally, the County will allow on-site inspections by any other state and federal agencies with statutory oversight responsibility for the data being shared.
14. County shall report any breaches of access and disclosure requirements to DWS within 24 hours.
15. County shall develop a contingency plan for addressing access to any uniquely sensitive records such as public official and celebrities.

16. County shall notify DWS of any major change in a system platform (hardware and/or software) procedure and or policy affecting transmission and/or distribution so that re-review of system safeguards can be initiated.
17. County must identify all County users, by position, who are authorized to access shared information. Requests shall be sent to DWS Data Security, where access will be granted through the use of the access request process (see *Attachment G – DWS 3rd Party Access Request Form*). County shall immediately notify the DWS Data Security Specialist (see “Contacts,” below) when previously authorized employees are no longer authorized access to the eShare system. DWS will notify County if the DWS 3<sup>rd</sup> Party Access Request Form is revised. County will use the most current version of the Form.
18. County shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the County. 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:
  - a. **County will have whole disk encryption on laptops and devices that are used to access the eShare system.**
  - b. Install the most recent OS service pack.
  - c. Install the most recent OS security updates.
  - d. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
  - e. Install, run and maintain anti-malware (computer contaminant) 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.
  - f. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
  - g. Maintain secure configurations on network devices such as firewalls, routers, and switches.
  - h. Install and maintain adequate boundary defense. Run and maintain Windows Firewall on all devices.
  - i. Educate and encourage computer users to put in place strong authentication credentials and passwords.
  - j. Control wireless devices used to access, transmit, and/or store DWS data. This includes but is not limited to the use of:
    - i. enterprise management tools (vs. tools for home use)
    - ii. network vulnerability scanning tools
    - iii. deactivation of unauthorized ports
    - iv. wireless intrusion detection systems (WIDS)

- v. disabling peer-to-peer network capability
- vi. disabling wireless peripheral access, such as Bluetooth
  - (1) disable the ability to connect to public wireless networks and those not authorized by County
- k. Maintain, monitor and analyze security audit logs.
- l. Maintain controlled used of administrative privileges.
- m. Continually assess vulnerability and remediate.
- n. Limit and control network ports, protocols, and services.
- o. 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 plan.

**I. Client Informed Consent**

County may only request/query information for individuals who are applying for or participating in the County's program and who have signed a Release of Information (see *Attachment E - Form 115*).



## ATTACHMENT I

### 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

## ATTACHMENT J 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 he is 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, and/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, and/or sleeping.
5. Failure to arrange for medical care and/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 K

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

- A. This policy does not apply to Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (ie Child Care Licensing, State Universities) for employee/volunteers. In such cases, the 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/volunteer's record shows criminal history.
- B. All Contractors must obtain an **annual** background check for one or both of the following:
1. All employees and volunteers who have access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
  2. All employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults must obtain a **fingerprint-based national criminal history record check from the FBI**.
    - a) For contractors using Next Generation FBI fingerprint check or rap-back, a background check is only required once for employees/volunteers, for as long as the contractor is receiving notification.
- C. Obtain background checks according to the Contractor's qualifications per Utah statute.
1. The 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 Utah Code Annotated 53-10-102(19), 53-10-108, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority).
  2. If the Contractor does not meet the statutory requirements referenced in section C. 1., then the Contractor shall require employees and volunteers to contact the BCI and follow the BCI procedures to obtain their 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](http://www.fbi.gov) under the services section.
- D. Contractor must immediately notify DWS if an employee/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 and/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 and/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, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.
- F. It is the Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows a conviction for any of the following offenses:
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 Utah Code 76- 5-101 et seq.
  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, the Contractor shall keep the annual and verifiable background check on file. Verification that 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 the Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.
- J. Definitions
1. "Confidential information" includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, and case information.
  2. "Direct service" means providing services to minor and/or vulnerable adult when the services are rendered in the physical presence of the minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
  3. "Direct access" means that 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 Utah Code Ann. 62A-2-101(8).
  4. "DWS Customer" is a person served with funding provided by DWS.
  5. "Minor" means any person under the age of 18.
  6. "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 Utah Code Ann. 76-5-111(1)(s).

**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:** Weber County  
**Contract Dates:** July 1, 2020- June 30, 2022 **Date:** 5/6/20

**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               | De Minimis rate of 10%.                  | \$ 45,307.18          |

*Cannot exceed the entity's federally 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.*

**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 if charging Direct Administrative Expenses.

| Category II Direct Administrative Expenses   | Itemized Details of Grant Funds Requested | Grant Funds Requested |
|--|---|-----------------------|
| Salaries   |   | \$ -                  |
| Fringe Benefits  |   | \$ -                  |
| Communications<br><i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i> |   | \$ -                  |
| Equipment<br><i>(e.g. computers, laptops, printers, furniture)</i>   |   | \$ -                  |
| Insurance  |   | \$ -                  |
| Material and Supplies<br><i>(e.g. consumable goods)</i>  |   | \$ -                  |
| Professional Development & Training  |   | \$ -                  |
| Professional Fees & Contract Services<br><i>(e.g. consultants, security)</i>   |   | \$ -                  |
| Space Costs<br><i>(e.g. rent, lease)</i>   |   | \$ -                  |
| Travel & Transportation  |   | \$ -                  |
| Utilities<br><i>(consistent monthly utility charges - gas, water)</i>  |   | \$ -                  |
| <b>Total Category I Indirect Expenses and Category II Direct Administrative Expenses</b>   |   | <b>\$ 45,307.18</b>   |

*The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of total Program Expenses*

**Category III - Direct Program Expenses:**

| Category III Program Expenses  | Itemized Details of Grant Funds Requested   | Grant Funds Requested |
|--|---|-----------------------|
| Salaries   | July 2020-June 2021: (2FT) Resource Integration Coaches @ \$21.12 = \$43,930/Year each & (1 FT) Supervisor @ \$24.05= \$50,024/Year.<br>July 2021-June 2022: (2FT) Resource Integration Coaches @ \$21.22 = \$44,138/Year each & (1 FT) Supervisor @ \$24.05= \$50,024/Year.  | \$ 276,164.00         |
| Fringe Benefits  | July 2020-June 2022: Benefits for (2FT) Resource Integration Coaches & (1 FT) Supervisor. Benefits include: FICA, Disability, Worker's Comp, Term Pool, Retirement, Health & Dental, 57.4% Anticipated Benefit Rate.  | \$ 158,451.82         |
| Communications<br><i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i> | Monthly printing, copying, phone, and internet charges. Average = \$4.16/ month per staff.  | \$ 300.00             |
| Equipment<br><i>(e.g. computers, laptops, printers, furniture)</i>   | One time purchase of Laptop and Software for new Supervisor.  | \$ 1,521.00           |
| Insurance  |   | \$ -                  |
| Material and Supplies<br><i>(e.g. consumable goods)</i>  | Fy21 & Fy22-\$5,000/Year: Allowable direct to participant costs for employability, barrier removal, housing, education enrollment, work supports, participants needs (uniforms, tools, college applications, books, environmental equipment/assessment, interview attire, etc.)<br>Fy21 & Fy22-\$600/Year.: Basic office supplies for staff directly related to providing services to families. | \$ 11,200.00          |
| Professional Fees & Contract Services<br><i>(e.g. consultants, security)</i>   |   | \$ -                  |
| Space Costs<br><i>(e.g. rent, lease)</i>   |   | \$ -                  |
| Staff Travel & Transportation  | Travel for staff associated with providing direct services to families. Transportation costs include leasing of UTA vanpool vans to transport families to appointments, job interviews, etc. \$264/month = \$3,168/Year.  | \$ 6,336.00           |
| Staff Development & Training   | Developmental staff training.   | \$ 800.00             |
| Utilities<br><i>(consistent monthly utility charges - gas, water)</i>  |   | \$ -                  |
| Subawards<br><i>(e.g. pass-through)</i>  |   | \$ -                  |
| <b>Total Category III Program Expenses</b>   |   | <b>\$ 454,692.82</b>  |

**Total Category I, Category II and Category III Expenses** \$ 500,000.00

**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.



**Department of Workforce Services  
Budget Detail Form**

|   |                                     |                                     |                             |
|---|-------------------------------------|-------------------------------------|-----------------------------|
| <b>Organization Name:</b>   | Weber County                        |                                     |                             |
| <b>Contract Dates:</b>  | July 1, 2020- June 30, 2022         |                                     |                             |
| <b>Category I Indirect Expenses</b>   | <b>Grant Funds Requested Year 1</b> | <b>Grant Funds Requested Year 2</b> | <b>Total Budget Request</b> |
| Indirect Costs (NICRA/De Minimis)   | \$22,653                            | \$22,653                            | \$45,307                    |
| <b>Category II Direct Administrative Expenses</b>   | <b>Grant Funds Requested Year 1</b> | <b>Grant Funds Requested Year 2</b> | <b>Total Budget Request</b> |
| 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                         |
| <b>Total Category I Indirect Expenses and Category II Direct Administrative Expenses</b>  | <b>\$22,653</b>                     | <b>\$22,653</b>                     | <b>\$45,307</b>             |
| <i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of total Program Expenses</i> |                                     |                                     |                             |
| <b>Category III Program Expenses</b>  |                                     |                                     |                             |
| Salaries  | \$137,884                           | \$138,300                           | \$276,184                   |
| Fringe Benefits   | \$78,624                            | \$79,829                            | \$158,452                   |
| Communications  | \$150                               | \$150                               | \$300                       |
| Equipment   | \$1,621                             |                                     | \$1,621                     |
| Insurance   |                                     |                                     | \$0                         |
| Materials & Supplies  | \$5,600                             | \$5,600                             | \$11,200                    |
| Professional Fees & Contract Services   |                                     |                                     | \$0                         |
| Space Costs   |                                     |                                     | \$0                         |
| Staff Travel & Transportation   | \$3,168                             | \$3,168                             | \$6,336                     |
| Staff Development & Training  | \$300                               | \$300                               | \$600                       |
| Utilities   |                                     |                                     | \$0                         |
| Subawards   |                                     |                                     | \$0                         |
| <b>Total Category III Program Expenses</b>  | <b>\$227,347</b>                    | <b>\$227,347</b>                    | <b>\$454,693</b>            |
| <b>Total Expenses Category I, II and III</b>  | <b>\$250,000</b>                    | <b>\$250,000</b>                    | <b>\$500,000</b>            |



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

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
    - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
    - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
    - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
  - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
    - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
    - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
  - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 25. WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 26. WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

27. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
28. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS contract owner of the grievance and its disposition of the matter.
29. **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 Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
30. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant.
31. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.
32. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
  - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation