

Family Child Care Infant/Toddler Equipment & Materials Grant Application & Agreement

Department of Workforce Services OFFICE OF CHILD CARE

Provider's Name (as listed on the Family Child Care License) _____

Provider Address: Street Address _____

City: _____ Zip Code: _____ County _____

Provider Mailing Address: Street or PO Box _____

City: _____ Zip Code: _____

Program Telephone # _____ Provider cell phone # _____

E-mail address _____ Provider Tax ID #: _____

Business name associated with this Tax ID# _____

State of Utah Vendor Number (if you have been assigned one): _____

Type of Business: Sole Proprietor Non-Profit Corporation Partnership

Total Amount of Funding Requested Based on Worksheet 1 or completed Equipment & Materials Lists or "Shopping Carts" off internet: \$ _____

Grant Period: The period of this Grant commences on the **date of last signature** and ends on **September 30, 2015**.

Funding Source: Federal Child Care and Development Block Grant CFDA# 93.575.

What is your licensed capacity? _____

How many children under the age of 3 (not including your own) are currently in your care? _____

Hours and days of operation: _____

How many years have you been a licensed child care provider? _____

ENROLLMENT

	Total Number of Children Enrolled	NAME(S) OF CAREGIVER'S OWN CHILDREN
Infants		
One year olds		
Two year olds		

ATTACHMENT A – GRANTEE REQUIREMENTS
Licensed Family Child Care
Infant & Toddler Equipment & Materials Grant

The purpose of this grant is to provide support to licensed family child care providers in obtaining materials specifically for children in their care under the age of three. The Grantee must meet all of the following requirements.

The Grantee shall:

1. Provide a copy of their current child care license issued from the Bureau of Child Care Licensing.
2. Provide a copy of their current business license.
3. Provide DWS access to the program for site visits.
4. **Complete all purchases as specified in the application.**
5. **Submit copies of receipts to document all purchases made with grant funds within SIX WEEKS of the date stamped on the grant check.**
6. **Any funds not spent within the specified six-week period must be returned to DWS.**
7. **Scan and email receipts to jorobbins@utah.gov or fax to 801-526-4432.**
 - a. If the Grantee does not have the ability to do either of the above, receipts may be mailed to:
JoEllen Robbins
Department of Workforce Services
Office of Child Care
140 East 300 South
Salt Lake City, UT 84111
 - b. Note that failure to submit required documentation may result in suspension from participation in future grant programs administered by the OCC.**
8. Not discriminate against children, families or staff based on age, disability, national origin, pregnancy, race/color, religion, or sex.
9. Grantees must meet all Terms and Conditions of this grant, including but not limited to Attachment B – Grant Terms and Conditions. Failure to meet the Terms and Conditions of this grant may result in suspension from participation in future grant programs administered by the OCC.

ATTACHMENT B – GRANT TERMS AND CONDITIONS
Licensed Family Child Care
Infant & Toddler Equipment & Materials Grant

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and/or DWS' employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six years after the Grant terminates or until all audits initiated within the six years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **MONITORING:** DWS shall have the right to monitor GRANTEE'S performance regarding all services purchased under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DWS which will include but is not limited to the terms, conditions, attachments, scope of work, performance requirements of this contract and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
5. **GRANTEE ASSIGNMENT:** Notwithstanding DWS' right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS' written consent shall be wholly void.
6. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
7. **RENEGOTIATION OR MODIFICATIONS:** This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
8. **GRANT TERMINATION:**
 - a. **Termination for Cause:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. DWS will give the GRANTEE only one opportunity to correct and cease the violations.
 - 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, in advance of the specified expiration date, by either party, upon ten (10) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved expenses incurred to date of termination.
 - d. **Attorneys' Fees and Costs:** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - e. **Remedies for Grantee's Violation:**

GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DWS is entitled to avail itself of all available legal, equitable and statutory remedies including, but

not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.

13. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to 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.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant 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 Grant.
19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, 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 Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
20. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
 - a. 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 Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
 - b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS'S Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.
21. **SEPARABILITY:** A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.

22. **INDEMNITY:** The GRANTEE agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

23. **RELATED PARTIES:** The GRANTEE shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of DWS. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service Grants, or payments under purchase, lease, or rental Grants. Payments made by the GRANTEE to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a grant, the GRANTEE shall be defined to include all owners, partners, directors, and officers of the GRANTEE or others with authority to establish policies and make decisions for the GRANTEE.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to 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, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the 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.

The GRANTEE is obligated to notify DWS of any contemplated or actual related party payment prior to making a purchase. Upon notification of related party payment, DWS may, at its discretion, require that the GRANTEE undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost. Any related-party payments contemplated under this Grant must be disclosed on a statement for related party transactions (available from DWS'S Finance/Contracting Division). It will require:

- a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
- b. the name of the other related party;
- c. the relationship between the individuals identified in "a" and "b" above;
- d. a description of the transaction in question and the dollar amount involved (if any);
- e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
- f. the potential effect of the payment to a related party on this Grant; and
- g. the measures taken by the GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.