



**STATE OF UTAH  
DEPARTMENT OF WORKFORCE SERVICES  
Request for Grant Applications (RFGA)  
Utah Cluster Acceleration Partnership (UCAP)  
Fiscal Year 2016**

**Funding Available  
for  
Public Post-Secondary Educational Institutions,  
or Industry Trade Associations  
and  
Public School Districts, Individual Schools, or Charter Schools**

**Applications Due: May 26, 2015 at 5:00 PM**

**Applications must be submitted by email to [dws\\_ucap@utah.gov](mailto:dws_ucap@utah.gov)**

Questions requesting clarification or interpretation of any section of this RFGA should be directed to [dws\\_ucap@utah.gov](mailto:dws_ucap@utah.gov). The last day questions will be accepted is Friday, May 15, 2015. Questions and answers will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view. Final questions will be posted by Friday, May 22, 2015.

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## General Information

### Introduction

THE UTAH CLUSTER ACCELERATION PARTNERSHIP (UCAP) is a collaborative partnership between:

- The Department of Workforce Services (DWS)
- The Utah System of Higher Education (USHE), and
- The Governor's Office of Economic Development (GOED)

This Grant will provide funding to:

- Public post-secondary educational institutions to develop, implement, or enhance educational programs that are responsive to regional and statewide industry needs.
- Industry Trade Associations located in Utah that serve a state designated industry cluster or regional economic need.
- Public school districts, individual schools, or charter schools to develop, implement or enhance career pathway programs and connecting them to post-secondary institutions. Funding may also be used to develop, implement, or enhance STEM programs or STEM activities in the classroom. This may include Career and Technical Education (CTE) programs and Work-Based Learning (WBL) activities.

Specifically, UCAP has been created to address the following four opportunities and concerns:

- Goal #1 - Increase economic cluster connectivity and educational alignment
- Goal #2 - Respond to industry-identified skill gaps
- Goal #3 - Enhance the role of regional institutions in economic development
- Goal #4 - Promote regional stewardship of grantees' contributions to workforce development

### Overview

UCAP has been designed to strengthen collaboration between education, industry, and economic development in order to better respond to the needs of regional and statewide-designated clusters. UCAP has been a successful model for collaboration in cluster industries and has demonstrated success in developing new educational programs that support industry growth.

The overarching goals for projects funded are to: 1) increase the number of individuals who earn industry-recognized credentials that enable them to compete for employment in high-wage, in-demand, and emerging industries and occupations; 2) develop career pathways with multiple entry and exit points for students along the post-secondary education continuum; and, 3) create systemic change that will last beyond the grant period by establishing partnerships, agreements, processes, and programs that better connect education, training, workforce, and employers to meet industry needs within the regional economy. High-growth industries and occupations are defined as those that: 1) are projected to add substantial numbers of new jobs

to the economy; 2) are being transformed by technology and innovation requiring new skill sets for workers; 3) are new and emerging businesses that are projected to grow; or 4) have a significant impact on the economy overall or on the growth of other industries and occupations.

UCAP strongly encourages applicants to form a consortium of two or more eligible applicants working together to develop programs that will impact individuals across a region, the state, industry sector or cluster of related industries, and leverage their collective experience to expand and improve their ability to deliver education and career training programs. This may include developing and sharing courses that are available at a reasonable cost, offered during the day, at night, on weekends and online. It may also include providing more workers with industry-recognized credentials that meet the needs of more employers in local or regional growth industries for skilled workers in the communities represented by the consortium. UCAP is particularly interested in consortium applications that include at least two eligible educational institutions who work with multiple employers within a cluster.

### **Period of Performance**

The period of performance will begin with the date the project is approved by the UCAP Executive Board and will end **June 30, 2016**.

### **Funding**

Total funding allocated for this Grant is \$3,450,000 (\$2,200,000 for the post-secondary/industry trade association track and \$1,250,000 for public school districts, individual schools or charter schools). Funding limits are set by the UCAP Executive Board. As a general guideline, projects are limited to \$200,000 with a higher cap approved for consortium/regional partnerships upon approval by the UCAP Executive Board. Funding will be distributed on a reimbursement basis, with outcomes being reported by the grantee on a quarterly basis. Grant monies awarded are state funds and are not subject to Federal OMB Circulars regulations. The funding source for these grant projects comes from the Job Growth Fund. **For projects awarded, all funds must be expended and purchases received by no later than June 30, 2016. Final invoices will be due no later than July 15, 2016.**

### **Contracting and Monitoring**

DWS will be responsible for contract development, oversight, and monitoring for approved applications. DWS will monitor grantees to verify program outcomes and financial expenditures.

### **Allowable Activities and Expenditures**

**Grantees are encouraged to implement more than one allowable activity as explained below.**

- The development, enhancement, and implementation of career pathway programs
- Developing and/or delivering new curricula
- Developing and implementing articulation agreements with universities and other educational partners
- Designing contextualized learning, distance learning, and internship programs

- Incorporating Science, Technology, Engineering, and Math (STEM) skills into education/training activities
- Accrediting employer- and/or industry-recognized credentials<sup>1</sup>
- Designing interim and stackable credentials to accelerate and increase credential attainment, or adjusting curricula into shorter pieces that are linked to both specific occupations and a post-secondary degree (this may also be known as “chunking”/modules)
- Developing adequate numbers of qualified instructors through train-the-trainer, or other professional development activities
- Teacher stipends to support program/curriculum and professional development or internships
- Performing other appropriate program development activities, such as using subject matter experts from industry, education, and other areas to assist in curriculum design
- Developing and implementing Registered Apprenticeship and pre-apprenticeship programs, or collaboration with existing programs
- Purchasing classroom supplies and equipment (any single component that is more than \$5,000.00 with the useful life of longer than one year) and/or educational technologies that will contribute to the instructional purpose in education and training courses supported by the grant
- Implementing and/or enhancing the information technology infrastructure used to provide education and training and related activities
- Altering or renovating facilities that are used for education and training or related activities that are needed to expand the capacity of a program
- Activities that expand or improve entrepreneurship training if those activities provide training that prepares participants for employment with an employer, such as with a consulting firm, start-up, or other business. For example, applicants could propose activities related to either “generalized” entrepreneurship training as a complement to skills-based credentials, or “customized” entrepreneurship training designed for specific career pathways.
- Work Experience and Internships (as a component of a program) - Work experience and internships are defined as a planned, structured learning experience that takes place in a

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<sup>1</sup> Definition of Credential:

A credential is awarded in recognition of an individual’s attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. A variety of different public and private entities issue credentials. Below is a list of types of organizations and institutions that award industry-recognized credentials:

- o A State educational agency that administers vocational and technical education within a state;
- o An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by title IV of that Act, and all other institutions of higher education that are eligible to participate in Federal student financial aid programs (this includes USHE and UCAT institutions).
- o A recognized industry association or organization representing a sizeable portion of the industry sector for the program being offered. (<http://wdr.doleta.gov/directives/attach/TEGL15-10a2.pdf>)
- o Certificates awarded by workforce investment boards (WIBs) are not included in this definition, nor are work readiness certificates because neither of them document “measurable technical or occupational skills necessary to gain employment or advance within an occupation.”

workplace for a limited period of time and may be paid or unpaid. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists.

- For a work experience or internship that supports training, applicants will need to describe how the work experience or internship is connected to and supports the education and training activities included in the grant. Grantees have flexibility in the design and implementation of work experience and internships, however they must meet the following parameters:
  - Provide an individual with monitored or supervised work or service experience in his or her expected career field where the individual has prescribed learning goals and reflects actively on what he or she is learning throughout the experience. These learning goals can include academic learning, career development, and skill development, or the attainment of credentials in the individual's expected career field.
  - Are part of structured programs where the Grantee established the criteria for determining who will participate in these programs
  - Are for a set period of time
  - Relate to training provided through the grant, and help participants prepare for the employment opportunities on which the grant focuses
  - May or may not carry an offer of regular employment upon successful completion of the internship
- Enhance career development and Workforce Based Learning (WBL) activities: apprenticeships, career fairs, camps, competitions, work experiences, field trips, guest speakers, job shadows, school-based enterprises, student internships

## **Additional Resources for Information**

**Governor's 2020 Initiative:**

<http://www.utah.gov/governor/priorities/education.html>

**Governor's Office of Economic Development – Economic Clusters:**

<http://business.utah.gov/industries/clusters/>

**Industry Competency Models and Career Clusters**

<http://www.careeronestop.org/CompetencyModel>

## Application & Award Processes

### Timeline

- **RFGA Release:** March 31, 2015
- **Pre-Proposal Orientation/Roll Out Meeting:** Tuesday, April 1, 2015, 1:30 pm at the Utah State Capitol Rotunda (invitations have already been sent to all eligible applicants)
- **Additional Pre-Proposal Orientation Meetings:**
  - Tuesday, April 7, 2015, 8:30 am at the Cedar City DWS Employment Center – 176 East 200 North, Conference Room B, Cedar City, UT.
  - Tuesday, April 7, 2015, 3:00 pm at the Price DWS Employment Center – 475 West Price River Drive #300, Room 300, Price, UT.
  - Wednesday, April 8, 2015, 8:30 am at the DWS Ogden Regional Center – 2540 Washington Blvd., Ogden, UT.
  - Wednesday, April 8, 2015, 11:30 am – Please register at:  
<https://attendee.gotowebinar.com/register/5948228529092083969>  
After registering, you will receive a confirmation email containing information about joining the webinar. Conference call number: 1-877-820-7831; Participant code: 923083.
- **Last Day for Questions:** Friday, May 15, 2015, at 5:00 PM. Questions and answers will be published by May 22, 2015 on the DWS website <http://jobs.utah.gov/edo/rfp.html>.
- **Applications Due: **May 26, 2015, 5:00 PM**.** Applications must be submitted in PDF format via email to the following email address: [dws\\_ucap@utah.gov](mailto:dws_ucap@utah.gov). Applications received after the deadline will not be considered.
- **Presentation Dates: **June 9 & 10, 2015**. Selected applicants **MUST** be available for presentations.**
- **Award Notification:** end of June 2015
- **Grant Agreement Development:** beginning July 1, 2015
- **Grant Agreements Terminate:** June 30, 2016

### Questions

Questions requesting clarification or interpretation of any section of this RFGA should be directed to [dws\\_ucap@utah.gov](mailto:dws_ucap@utah.gov) on or before Friday, May 15, 2015. Questions and answers will be posted by May 22, 2015, on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view.

## **Presentations**

Applicants approved for the second phase of the selection process (see Evaluation and Award, below) are required to make a presentation to the Grant Evaluation Team. **Presentations are scheduled for Tuesday, June 9 and Wednesday, June 10, 2015.**

## **Formatting**

Proposals must be formatted with Calibri 12 point font, 8.5 x 11 inch pages with one-inch margins. Page limits for the Abstract and Technical Proposal Narrative are specified below. **Pages and materials submitted beyond the page limits will be discarded and will not be reviewed.**

## **Application Components**

***Proposals must include the following:***

**1. Abstract – Not to exceed two pages, single-spaced, single sided**

The applicant must provide an abstract, which must not exceed two pages and must include the following information: (1) summary of the proposed project, including applicant name; (2) applicant type - Public post-secondary, Industry Trade Association and public school districts, individual schools, or charter schools; (3) targeted industry(ies) and occupations; (4) project title; (5) key partners; (6) post-secondary institution(s); (7) identification of the county or counties to be served, (8) projected outcomes; and (9) funding level requested.

**2. Technical Proposal Narrative – Not to exceed 10 pages, single-spaced, single sided**

The Technical Proposal must demonstrate the applicant's capability to implement the grant project in accordance with the provisions of this RFGA. The Technical Proposal is limited to 10 single-spaced single-sided 8.5 x 11 inch pages with 12 point text font in Calibri and one-inch margins. Applicants should number the Technical Proposal beginning with page number 1. Pages and materials submitted beyond the 10 page limit will be discarded and will not be reviewed.

***There are two Technical Proposal Narrative processes depending on applicant type: 1) Public Post-Secondary Educational Institutions, or Industry Trade Associations and 2) Public School Districts, Individual Schools or Charter Schools. The processes are outlined in the following sections.***

**3. Letters of Commitment**

Provide letters of commitment signed by the required partners, outlining the roles, responsibilities, and level of commitment of the partners. Electronic signatures are permissible. Letters of commitment do not count toward page limits.

**4. Grant Application Signature Sheet**

Submit the appropriate signature sheet (see attachments), based on the type of application: 1) Public Post-Secondary Educational Institutions or Industry Trade Associations or 2) Public School Districts, Individual Schools and Charter Schools.

## Evaluation & Award

Upon submittal of completed proposal, the following will occur:

- The UCAP Grant Review Team will review and score proposals. Those with a score of 70 or higher will be submitted to the UCAP Evaluation Committee and be required to make a presentation.
- Once presentations are completed, the UCAP Evaluation Committee will then rank proposals based on the following: Consensus Application Review Score, past UCAP project history, UCAP priorities, geographical location, community needs, and diversity of projects proposed to be funded.
- Recommendations will then be submitted to the UCAP Executive Board for final approval.

The UCAP Executive Board is comprised of the executive director for each agency and oversees the funding and operations of the UCAP program.

- The UCAP Executive Board is the sole board to provide approvals for UCAP grant funding.
- The UCAP Executive Board may decide to approve, approve with conditions, or deny applications.
- The UCAP Executive Board reserves the right to award grant funds equal to or less than the requested amounts.

Proposals will be scored based on the following criteria:

### **Public Post-Secondary Educational Institutions or Industry Trade Associations**

- Program Design – 40 points
- Deliverables/Outcomes – 30 points
- Matching Funds – 10 points
- Budget – 10 points
- Timeline – 10 points
- Letters of Commitment – not scored, but must be included and must outline the roles, responsibilities, and level of commitment of the partners, to be considered for the Grant
- Consortium Applicants – 15 bonus points possible, ***must attach Consortium Agreement***

### **Public School Districts, Individual Schools and Charter Schools**

- Program Design – 50 points
- Economic Environment of the School District – 10 points
- Project Deliverables/Outcomes – 20 points
- Budget – 10 points
- Timeline – 10 points
- Consortium Applicants – 15 Bonus points possible, ***must attach Consortium Agreement***

If you are selected to receive an award and you are a nonprofit entity, you will be required to complete and submit the Certification for Nonprofit Entity Grant Contracts, see Attachment C.

## Instructions for Technical Proposal Narrative Public Post-Secondary Educational Institutions or Industry Trade Associations

- Public Post-Secondary Educational Institutions located in the State of Utah must work with the institutional president to identify their sector/program priorities prior to application. The USHE president, or in the case of UCAT, Institution President in collaboration with Campus President, will approve project applications based on its regional needs/priorities and identify the lead department or individual application submitter.
- Industry Trade Associations located in the state of Utah must work with a public post-secondary educational institution to support the identified industry sector(s) workforce development needs. Industry Trade Associations must consult state, regional, or local economic development agencies to understand the economic needs and the activities currently being performed to generate and retain existing jobs and stimulate economic growth.
- Proposals for programs may: a) prepare students for industry-recognized certificates in high-demand, high-wage occupations; these certificates must lead to higher earnings, greater mobility, and enhanced job security; program must be embedded into the requirements of an academic certificate or degree program; and/or b) prepare students for rigorous academic certificates or degrees in career-focused, high demand, high-wage occupations that lead to higher earnings, greater mobility, and enhanced job security.
- Projects that have a regional emphasis and include a consortium may be given preference or bonus points awarded.
- To maximize the employment prospects for program participants, successful applicants must align their career pathway programs with the skill needs of industries important to the local labor market, which may include industry clusters with a regional concentration of businesses linked by common workforce needs. Applicants **must** consult with employers to determine the skill requirements for employment or career progression within in-demand occupations. Employers should also play a critical role in providing worksite development activities and hiring program participants.
- UCAP particularly encourages partnerships that include multiple employers in an industry cluster, which is a concentration of interconnected businesses, suppliers, research and development, service providers, and associated institutions in a particular field that are linked by common workforce needs. Working with multiple businesses helps ensure that workforce development programs prepare workers for a range of employer needs in the target industry, making participants more employable and giving businesses a stronger employee pool.

I. **Program Design (40 points)**

**Each application must clearly define the following:**

1. **Collaboration and Partnership** – Applicants must engage and collaborate with the following partners and identify the roles and level of commitment of each partner:
  - a. **Industry/Employers** - UCAP requires that employers or industry trade associations serve as partners in the proposed project. Public post-secondary educational institutions or Trade associations must work closely with employers to understand regional economic needs, activities that would help to generate and retain existing jobs, and stimulate economic growth. These organizations should be actively engaged in the project and may contribute to many aspects of grant activities, such as identifying necessary skills and competencies, providing resources to support education/workforce development (such as equipment, instructors, funding, internships, access to laboratory facilities, or other work-based learning activities or situations), and where appropriate, hiring qualified program participants. UCAP encourages applicants to focus on employers that are significant in the regional economy and belong to growing or emerging industries, including regional industry clusters.
  - b. **Industry Trade Associations** must work with a public post-secondary educational institution to support the identified industry sector's(s') workforce development needs. Collaboration with post-secondary educational institutions will assist in being responsive to the needs of the local economy by developing the workforce and building a talent pipeline. Industry trade associations must provide evidence that they have consulted with state, regional or local economic development agencies to understand the economic needs and the activities currently being performed to generate and retain existing jobs and stimulate economic growth.
  - c. **Public Post-Secondary Institutions** are strongly encouraged to consider integrating regional economic development strategies with collaborative employment and workforce development programs that align with key economic development investments to ensure that workers are being prepared for growth industries in their regional economy.
  - d. **Local DWS** staff should be consulted to connect the applicant to relevant sources of data, DWS Labor Market Information, Bureau of Labor Statistics (BLS) reports, and other relevant state tools or reports.
2. **Industry Need** - Applicants must identify the high-growth cluster(s) or occupation(s) on which the project will focus, and fully describe the current and future projected employment opportunities within the state, region, or local area to be served, as well as the education and skills required for workers to meet the employment demand.
  - a. Cite evidence that the industry and/or occupation is high-growth according to one or more of the following factors: 1) projected to add substantial numbers of new jobs to the economy; 2) are being transformed by technology and innovation requiring new skill sets for workers; 3) are new and emerging businesses that are projected to

- grow; or 4) have a significant impact on the economy overall or on the growth of other industries and occupations.
- b. Describe the skills and/or credentials necessary for entry into or retention in the industry/occupation. Explain the education and workforce development activities required to attain the competencies and degrees/credentials required for the targeted high-growth industry or occupations.
  - c. Identify the average, current wages offered in the industry and/or occupation, based on national, state or local data.
  - d. Describe the current and future workforce needed by the required employer(s) and/or industry cluster.
  - e. Include relevant data describing the skill gaps of available workforce; describe need for new or enhanced training programs available to the workforce, including a description of the current and future projected demand for employment. Explain how that demand coincides with the proposed program. Applicants should cite the source of the current and projected demand, such as from DOL, State workforce agencies, employers, and other relevant sources.
3. **Project Description** - Provide a detailed description of the purpose, goals, objectives, strategies, design and management of the proposed program.
- a. Provide a description of the need for education and workforce development programs in the industries and occupations (identified above) in the State, region, or local area that will be served by the project. Clearly state the purpose for the funding and how funding will lead to new capacity to award certificates and/or degrees that meet the Governor's 66% by 2020 goal, with specific relevance towards educational programs that serve the cluster industries in the State or region.
  - b. Demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate's degrees, and baccalaureate degrees.
  - c. Demonstrate industry recognition and acceptance of the proposed program by linking program outcomes to industry certification, industry standards and/or other mechanisms that demonstrate industry support to hire program completers.
  - d. Describe activities funded by the grant that:
    - i. Address skills and competencies needed by the industry clusters or targeted occupations;
    - ii. Support participants' advancement on an articulated career ladder and/or career lattice, or other defined career pathway;
    - iii. Result in industry-recognized credentials that indicate a level of mastery and competency in a given field or function, where such a credential exists. The credential(s) awarded to participants must be based on the type of workforce

development activities provided through the grant and the requirements of the targeted occupation, and should be selected based on consultations with employers, which may include regional industry clusters, as well as labor organizations if appropriate. It is allowable and encouraged to award multiple/stackable credentials along the career pathway.

4. **Sustainability** - Applicants must describe how new programs developed will be sustained beyond the life of the grant. This should include their marketing strategy to maintain capacity, (include reaching out to underserved populations: at risk youth, individuals with disabilities, females, minorities and veterans). Applicants must also describe how the institution(s) will sustain its partnership with employer partners and regional economic developers. This sustainability planning may require securing funding or future funding commitments.

II. **Deliverables/Outcomes (30 points)**

Applicants must provide projections for all outcome categories relevant to measuring the success or impact of the project. Outcomes will also be compared with labor market information provided by the applicant and used in evaluating the applicant's outcome goals.

Deliverables/Outcomes must include: number of programs created, number of new capacity training slots created, number of occupations impacted, and impact on earnings within those occupations. Outcomes are strongly encouraged to include: number of participants served, number of participants completing education and workforce development activities and number of participants who received a credential provided. Outcomes may include curriculum, course materials, articulation agreements, online learning modules, standards on which newly-developed credentials are based, or capacity created.

III. **Matching Funds (10 points)**

Describe commitment for matching funds (cash and/or in-kind) such as institutional mission-based funding, institutional Perkins funding, funds from industry or project partners, and/or other sources. Each applicant is encouraged to match UCAP funding, at a one-to-one ratio.

IV. **Budget (10 points)**

Using the attached budget template (Attachment B) provide a budget for the project. Provide a budget narrative describing projected use of funds identified. Please identify funds being matched for the project (matching is not required).

IV. **Timeline (10 points)**

List the major project objectives, the expected date of completion for each objective, and the expected funding needed to complete each objective.

V. **Letters of Commitment (not scored)**

Each project is required to document commitment from the following: Employers or industry trade association, public post-secondary education institutions and DWS. Include a description of the respective roles and level of commitment of each partner.

VI. **Consortium Applicants (15 Bonus Points)**

Consortium applicants must identify in the application a lead institution in the consortium that will serve as the official grantee (the Grantee Institution) and have overall fiscal and administrative responsibility for the grant. An applicant applying as a consortium must attach to their application a Consortium Agreement, which serves as the funding mechanism under which grant funds awarded to the named Grantee Institution will be transferred to the member eligible institutions in the consortium. The Consortium Agreement will be incorporated into the Grant Agreement, if awarded.

The Consortium Agreement can take many forms including but not limited to a letter, agreement, or Memorandum of Understanding. The agreement must be signed by each consortium member institution and: 1) reflect an appropriate agreement among two or more applicants to work together on the grant; 2) describe the roles and responsibilities of each consortium member in the design, development, and implementation of the program(s) and acknowledge their agreement to spend funds in accordance with the rules and requirements of the grant; 3) specify the amount of funds that will be awarded to each member and deliverables for which each member will be responsible, broken out by consortium member; and 5) reflect the agreement of all consortium members to provide the Grantee Institution all information needed to meet the reporting requirements of the grant. Electronic signatures are permissible in the Consortium Agreement.

## Instructions for Technical Proposal Narrative Public School Districts, Individual Schools or Charter Schools

- Public School Districts, individual schools, or charter schools located in the State of Utah must work with the superintendent of that district (in the case of a district), or a principal (in the case of an individual school or charter school), to identify their sector/program priorities prior to application. The superintendent (in the case of a district), or the principal (in the case of an individual school or charter school), will approve project applications based on its regional needs/priorities and identify the lead department or individual application submitter.
- Proposals for programs may: a) prepare students for industry-recognized certificates in high-demand, high-wage occupations; these certificates must lead to higher earnings, greater mobility, and enhanced job security; program must be embedded into the requirements of an academic certificate or degree program; b) prepare students for rigorous academic certificates or degrees in career-focused, high demand, high-wage occupations that lead to higher earnings, greater mobility, and enhanced job security; c) develop career pathways and articulation agreements to support the pathways; and/or d) prepare students for or expose students to STEM occupations, CTE, WBL or add STEM activities to existing programs/curriculum.
- Proposal must describe the geographic region which it serves, and include counties and schools impacted.
- Proposal must identify grade level to be served.
- UCAP strongly encourages partnerships with employers. Applicants should align their career pathway programs with the skill needs identified by employers. Employers also play a critical role in providing worksite development activities and providing internships.
- UCAP particularly encourages partnerships that include multiple employers in an industry cluster, which is a concentration of interconnected businesses, suppliers, research and development, service providers, and associated institutions in a particular field that are linked by common workforce needs. Working with multiple businesses helps ensure that workforce development programs prepare workers for a range of employer needs in the target industry, making participants more employable and giving businesses a stronger employee pool.

I. **Program Design (50 points)**

Each application must clearly define the following:

1. **Project Description** – Provide a clear and detailed description of the proposed project. Clearly state the purpose for the funding. Identify the grade level of students to be served. Identify detailed objectives of the proposed project.

a. If appropriate, demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate’s degrees, and baccalaureate degrees. Include the industry recognized or stackable credentials that may be awarded.

b. Projects may incorporate activities that:

i. Address skills and competencies needed by the industry clusters or occupations;

ii. Support participants’ advancement on an articulated career ladder and/or career lattice, or other defined career pathway;

iii. Result in industry-recognized credentials that indicate a level of mastery and competence in a given field or function, where such a credential exists. The credential(s) awarded to participants must be based on the type of workforce development activities provided through the grant and the requirements of the targeted occupation and should be selected based on consultations with employers, which may include regional industry clusters, as well as labor organizations, if appropriate. It is allowable and encouraged to award multiple/stackable credentials along the career pathway.

2. **Collaboration and Partnership** – Describe how partners will be included in your project:

a. **Industry/Employers** – Employers may be actively engaged in the project and may contribute to many aspects of grant activities, such as identifying skills and competencies for curriculum development, equipment donations, instructors, funding, internships, access to laboratory facilities, or other WBL activities.

b. **Public Post-Secondary Institutions** – Collaboration with post-secondary institutions will assist in development of complete career pathway opportunities and concurrent enrollment.

3. **Sustainability** - Applicants must describe how new programs developed will be sustained beyond the life of the grant. Applicants must also describe how its partnership with employer partners and post-secondary institutions will be sustained. This sustainability planning may require securing funding or future funding commitments.

II. **Economic Environment of the School District (10 points)**

Describe the general economic conditions of the geographic region that the district(s) or school(s) serves. Points will be awarded for economically depressed areas, and/or areas where the unemployment rate is higher than the State of Utah unemployment rate. Points will also be awarded for schools whose students have significant economic challenges.

III. **Project Deliverables/Outcomes (20 points)**

Applicants must provide projections for all outcome categories relevant to measuring the success or impact of the project.

Deliverables/Outcomes must include curriculum, course materials, online learning modules, standards on which newly-developed credentials are based and articulation agreements developed or enhanced. Outcomes may also include: number of participants served, number of participants completing education and workforce development activities, number of participants completing WBL activities, and number credentials provided.

IV. **Budget (10 points)**

Using the attached budget template (Attachment B) provide a budget for the project. Provide a budget narrative describing projected use of funds identified. Please identify funds being matched for the project (matching is not required).

V. **Timeline (10 points)**

List the major project objectives, the expected date of completion for each objective, and the expected funding needed to complete each objective.

VI. **Consortium Applicants (15 Bonus Points)**

Consortium applicants must identify a lead institution in the consortium that will serve as the official grantee (the Grantee Institution) and have overall fiscal and administrative responsibility for the grant. An applicant applying as a consortium must attach to their application a Consortium Agreement, which serves as the funding mechanism under which grant funds awarded to the named Grantee Institution will be transferred to the member eligible institutions in the consortium. The Consortium Agreement will be incorporated into the Grant Agreement, if awarded.

The Consortium Agreement can take many forms including but not limited to a letter, agreement, or Memorandum of Understanding. This agreement must be signed by each consortium member institution and: 1) reflect an appropriate agreement among two or more institutions applicants to work together on the grant; 2) describe the roles and responsibilities of each consortium member in the design, development, and implementation of the program(s) and acknowledges their agreement to spend funds in accordance with the rules and requirements of the grant; 3) specify the amount of funds that will be awarded to each member and deliverables for which each member will be responsible, broken out by consortium member; and 5) reflect the agreement of all consortium members to provide the Grantee Institution all information needed to meet the reporting requirements of the grant. Electronic signatures are permissible in the Consortium Agreement.

***Next Section: Grant Application Signature Sheets***

**DWS UCAP Grant Fiscal Year 2015  
Grant Application Signature Sheet**  
*Public Post-Secondary Educational Institutions or  
Industry Trade Associations*

**Organization**

Name of Entity: \_\_\_\_\_

By signing below, the following individuals attest that they have reviewed and approve the attached proposal for UCAP funding:

Dean or equivalent	Print Name	Date
--------------------	------------	------

Director, Development Office	Print Name	Date
------------------------------	------------	------

VP, Provost, UCAT Campus President	Print Name	Date
------------------------------------	------------	------

Institution President	Print Name	Date
-----------------------	------------	------

Industry Trade Association Director (if applicable)	Print Name	Date
--	------------	------

DWS Economic Service Area Director	Print Name	Date
------------------------------------	------------	------

**DWS UCAP Grant Fiscal Year 2015**  
**Grant Application Signature Sheet**  
*Public School Districts, Individual Schools or Charter Schools*

**ORGANIZATION**

Organization: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Total Grant Funds Requested: \_\_\_\_\_

**DISTRICT SUPERINTENDENT OR EQUIVALENT**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SCHOOL PRINCIPAL**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FINANCIAL ADMINISTRATOR**

Name: \_\_\_\_\_  
\_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



**STATE OF UTAH**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**Review Score Sheets**  
**Utah Cluster Acceleration Partnership**  
**(UCAP)**  
**Fiscal Year 2016**

## Instructions for Scoring Applications

**Assign scores based on given criteria in the RFGA:** Your rating should reflect your opinion of the applicant's ability to meet each criterion provided on the Grant Review Score sheet. Please do not make assumptions about missing background or project information, review only what is included.

**Read for substance:** Your primary focus as a reviewer is to recognize and judge an application based on the substance of the idea presented.

**Comment on program quality:** Take the time to make thoughtful comments to justify your score; comment on both strengths and weaknesses. Use specific and descriptive phrases in your comments, such as: "The applicant did a good job..."; "the applicant did not adequately describe..."; "it is unclear whether..."; "the applicant should be asked to clarify...".

**Avoid interjecting your own biases:** For example, even if you do not think tutoring programs are effective, your opinion should not affect the objective appraisal of a proposal for support of tutoring initiatives.

**Please note that all comments, both verbal and written, during this process are public documents.**

### 1. Review the Grant Review Score Sheet

- The review questions were taken directly from the application guidelines and will help you read, evaluate and understand the main point.
- Each section of the score sheet corresponds to one major section of the proposal.
- Questions at the beginning of each section will help you focus on the main points.

### 2. You will rate the application on a numerical scale

- Assign a score for each question on a scale of zero to two (score allocation chart included in packet).
- Provide specific comments about strengths and weaknesses on the score sheet that justify your score and identify issues that need to be clarified.

### 3. Do not write comments on the application itself

- You may highlight or underline sections of the proposals, but do not write any comments as they should be included in the comments section of the score sheet.

### 4. Score Sheet

- Keep your grant review score sheets with you and bring them to the review committee meeting.

### 5. Application Workgroups

- Each application will be reviewed by a minimum of 3 reviewers.
- A lead reviewer will be assigned to each application workgroup.
- Each application workgroup will meet to determine a consensus score for the application.
- The lead reviewer will compile feedback from outlining strengths and weaknesses of the application.

### 6. Consensus Scoring

- Consensus scores will be determined by the application workgroup.
- Reviewers must come to a consensus on a final score to be awarded in each section of the application and an overall score prior to the committee meeting.

### 7. Final Ranking – to be done at the review committee meeting

- Final ranking is based on the following:
  - Consensus review score sheet
  - Fiscal review
  - UCAP priorities
  - Geographical location
  - Community needs
  - Diversity of portfolio

**Public Post-Secondary Educational Institution or Industry Trade Association  
UCAP Score Sheet**

Reviewer Name: \_\_\_\_\_

Proposal Name: \_\_\_\_\_

**SCORING**

0 = Did not answer

1 = Met the requirement/expectation

2 = Exceeded the requirement/expectation

<b>UCAP Application Questions</b>	<b>Score 0-2</b>	<b>Weight</b>	<b>Total Score</b>	<b>Comments (Strengths &amp; Weaknesses)</b>
<b>1. Program Design (40 points)</b>	---	---	---	
a.) Collaboration & Partnership – Partners, roles and level of commitment have been clarified for Industry/Employers, Public Post-Secondary Institutions and local DWS. Letters of commitment from Employers and Public Post-Secondary institution have been provided.		X4		
b.) Industry Need - High growth cluster(s) or occupation(s) which the project will focus have been identified. Current and projected employment, wages, required skills and required certifications have been described and are supported by data.		X4		
c.) Project Description - A detailed description of the purpose, goals, objectives, strategies, design and management have been provided and align with allowable activities.		X4		
d.) Purpose of Funding - Purpose of funding and how it will advance the cluster has been stated. Past, present and projected economic investments in the region for the cluster(s) have been identified. Efforts to stimulate job growth and/or retention of higher-skill, higher-wage jobs have been described. Compelling justification of potential economic impact has been made.		X4		
e.) Sustainability - How the program will be sustained beyond the life of the grant has been described (including marketing strategy). How the partnerships between industry/employers, economic development and local DWS has been described.		X4		
<b>Total points (a-e):</b>	---	---		

<b>2. Deliverables/Outcomes (30 points)</b>				
---	---	---		
The project description provides projections for all outcome categories relevant to measuring the success or impact of the project. Deliverables/Outcomes must include: number of programs created, number of new capacity training slots created, number of occupations impacted, and impact on earnings within those occupations. Outcomes are strongly encouraged to include: number of participants served, number of participants completing education and workforce development activities and number of participants who received a credential provided. Outcomes may include: curriculum, course materials, articulation agreements, online learning modules, standards on which newly-developed credentials are based, or capacity created.		X15		
<b>3. Matching Funds (10 points)</b>				
---	---	---		
Commitment for matching funds has been described.		X5		
<b>4. Budget (10 points)</b>				
---	---	---		
Budget template is attached and narrative describing the use of grant funds is provided. Budget items align with allowable activities and expenditures.		X5		
<b>5. Project Timeline (10 points)</b>				
---	---	---		
Major project objectives, expected completion dates and funding needed to complete each objective have been identified.		X5		
<b>6. Consortium Applicants (15 bonus points)</b>				
---	---	---		
Lead institution has been clearly identified. Consortium agreement has been provided and reflects the following: 1) agreement among two or more economic development agencies / public post-secondary institutions to work together on the grant; 2) roles and responsibilities of each consortium member in the design, development, and implementation of the program(s) agreement to spend funds in accordance with the rules and requirements of the grant; 3) amount of funds that will be awarded to each member and deliverables for which each member will be responsible for, broken out by consortium member; and 4) agreement of all consortium members to provide the Grantee Institution all information needed to meet the reporting requirements of the grant.	---	---	---	
<b>If a consortium exists, award 15 points. If no consortium, 0 points.</b>	---	---		

**Public School Districts, Individual Schools or Charter Schools  
UCAP Score Sheet**

Reviewer Name: \_\_\_\_\_

Proposal Name: \_\_\_\_\_

**SCORING**

0 = Did not answer

1 = Met the requirement/expectation

2 = Exceeded the requirement/expectation

UCAP Application Questions	Score 0-2	Weight	Total Score	Comments (Strengths & Weaknesses)
<b>1. Program Design (50 points)</b>	---	---	---	
a.) Project Description - The project describes how the grant funding will be used to develop or expand programs/activities in the classroom. Objectives are clearly identified. Grade level of students has been identified. If appropriate, how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, associate's degrees, and baccalaureate degrees.		X15		
b.) Collaboration/Partnership – Collaboration & Partnership – Partners, roles and level of commitment have been identified.		X5		
c.) Sustainability - How the program will be sustained beyond the life of the grant has been described. How the partnerships between industry/employers, public post-secondary institutions has been described.		X5		
<b>Total points (a-c):</b>	---	---		
<b>2. Economic Environment of the School (10 points)</b>	---	---	---	
a.) Economic Conditions - The project describes the general economic conditions of the geographic region that the district(s) or school(s) serves.		X3		
b.) Economic Area - The project serves an economically depressed area and/or the area has a higher unemployment rate than the State of Utah unemployment rate.		X1		
c.) Economic Challenges - The school has students who face significant economic challenges.		X1		
<b>Total points (a-c):</b>	---	---		

<b>3. Project Outcomes (20 points)</b>	---	---	---	
The project description provides projections for all outcome categories relevant to measuring the success or impact of the project. Deliverables/Outcomes must include: curriculum, course materials, online learning modules, standards on which newly-developed credentials are based and articulation agreements developed or enhanced. Outcomes may also include: number of participants served, number of participants completing education and workforce development activities, number of participants completing WBL activities, and number of credentials provided.		X10		
<b>4. Budget (10 points)</b>	---	---	---	
Budget template is attached and narrative describing the use of grant funds is provided. Budget items align with allowable activities and expenditures.		X5		
<b>5. Project Timeline (10 points)</b>	---	---	---	
Major project objectives, expected completion dates and funding needed to complete each objective have been identified.		X5		
<b>6. Consortium Applicants (15 bonus points)</b>	---	---	---	
Lead institution has been clearly identified. Consortium agreement has been provided and reflects the following: 1) agreement among two or more economic development agencies / public post-secondary institutions to work together on the grant; 2) roles and responsibilities of each consortium member in the design, development, and implementation of the program(s) agreement to spend funds in accordance with the rules and requirements of the grant; 3) amount of funds that will be awarded to each member and deliverables for which each member will be responsible for, broken out by consortium member; and 4) agreement of all consortium members to provide the Grantee Institution all information needed to meet the reporting requirements of the grant.	---	---	---	
<b>If a consortium exists, award 15 points. If no consortium, 0 points.</b>	---	---		

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

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 DWS'S 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. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DWS.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
  - a. Assignment: Notwithstanding DWS'S 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'S written consent shall be wholly void.
  - b. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" 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 Grant. 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 Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
    - i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant 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 Grant, 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).
7. **MONITORING:**
  - a. 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.

- b. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE**: It is DWS'S policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
9. **GRANT RENEWAL**: Renewal of Grant will be solely at the discretion of DWS.
10. **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.
11. **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 sixty (60) 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 services rendered to date of termination.
  - d. **Fund-Out Termination**: GRANTEE acknowledges that DWS cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DWS cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DWS fails to receive appropriations then DWS may, by giving at least 30 days advance written notice, terminate this Agreement. DWS will reimburse GRANTEE for services performed up through the date of cancellation.
  - e. **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.
  - f. **Remedies for Grantee's Violation**:
    - i. 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.

- ii. 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.
- 12. **CITING DWS IN ADVERTISING:** Grantee agrees to give credit to DWS for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DWS.
- 13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DWS'S drug-free workplace policies while performing services under this Agreement.
- 14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DWS upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DWS. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or they may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15<sup>th</sup>, 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 Grant.
- 15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant 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 Grant 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.
- 16. **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.
- 17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant 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 Grant 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.
- 18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) 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. **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. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DWS monitors.
22. **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.
23. **INDEMNITY**:
- IF THE GRANTEE IS A GOVERNMENTAL AGENCY: Both parties to this Agreement are governmental entities as defined by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents,

officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

- **IF THE GRANTEE IS A NON-GOVERNMENTAL ENTITY:** 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.

24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. 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. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The 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 expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

25. **GRIEVANCE PROCEDURE:** The GRANTEE agrees to establish a system which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The 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 instance by DWS. The GRANTEE will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the GRANTEE will notify DWS of the grievance and its disposition of the matter. If no resolution is reached with the GRANTEE, the grievance will be forwarded to DWS for processing through DWS'S Administrative Process.

26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of DWS'S or the GRANTEE'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The GRANTEE will be required to sign DWS'S disclosure statement.

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

- a. Federal cost principles determine allowable costs in DWS Grants. They can be found in publications by the Federal Office of Management and Budgets ("OMB"). 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**

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

a. 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. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the 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).

b. Third-Party Reimbursement and Program Income: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. 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.

28. **ADMINISTRATIVE EXPENDITURES:** If allowed by the budget terms of this Agreement, DWS will reimburse administrative expenditures as follows: administrative costs (both direct and indirect) cannot exceed 10% of the total budget. GRANTEES with approved indirect cost rates must provide DWS with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.

29. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. The GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by 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. The GRANTEE may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major

category. When the Grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

30. **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.
31. **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 contracted 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.
- Invoices submitted to DWS should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

### 32. REQUIRED INSURANCE:

- a. *General Liability Insurance and/or Comprehensive General Liability Insurance:* To protect against liability, loss and/or expense in connection with GRANTEE'S performance described under this contract, GRANTEE shall obtain and maintain in force during the entire period of this contract without interruption, at its own expense, insurance from an insurance company authorized to do business in the State. GRANTEE'S must maintain General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed operations, contractual (including this contract), and personal injury, including employees with policy limits not less than one million dollars (\$1,000,000.00) each occurrence and three million dollars (\$3,000,000.00) in the aggregate during the term of this contract. Aggregate limit shall be designated as applying to this contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this contract are covered. The carrying of insurance required by this contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this contract or any applicable law, statute, rule, regulation, or order.
  - i. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. Before signing this Contract, a non-governmental GRANTEE or Subcontractor shall obtain from its insurer(s) and shall provide to DWS certificates of insurance and "additional insured" endorsements indicating the required coverage is in effect and that the insurer shall give DWS thirty (30) days' notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DWS, a non-governmental GRANTEE or Subcontractor shall provide DWS with evidence the GRANTEE or Subcontractor has the insurance coverage required by this Contract.
  - ii. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.
  - iii. It shall be the responsibility of GRANTEE to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the GRANTEE.
- b. *Automobile Insurance:* If the GRANTEE'S services involve transporting any clients or goods for the DWS, the GRANTEE shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the GRANTEE (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, the GRANTEE may satisfy this insurance requirement by submitting proof that the Subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract.
- c. *Professional Liability Insurance:* If the GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the 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 Contract.

- d. *Worker's Compensation and Employers' Liability Insurance:* GRANTEE shall maintain during the term of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. GRANTEE must provide proof of insurance to DWS and must add DWS as an additional insured with notice of cancellation. GRANTEE acknowledges that within thirty (30) days of contract award, the GRANTEE and/or GRANTEE'S subcontractors must submit proof of certificate of insurance meeting the above requirements.

**THE FOLLOWING PARAGRAPHS APPLY TO GRANT AGREEMENTS FUNDED THROUGH THE WORKFORCE INVESTMENT ACT (WIA)**

32. **SALARY AND BONUS LIMITATIONS:** In compliance with Public Law 110-5 and 109-234, none of the funds under this contract that are available for expenditure on or after June 15, 2006, shall be used by the GRANTEE to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. See Training and Employment Guidance Letter (TEGL) number 5-06 for further clarification.
33. **STAND-IN COSTS:** Stand-in costs are non-Federal costs that may be substituted for disallowed contract costs when certain conditions are met. Stand-in costs must meet the following criteria: To be considered, proposed stand-in costs must have been actually incurred allowable contract costs that have not been charged to the contract, included within the scope of the **GRANTEE'S** audit, and accounted for in the **GRANTEE'S** financial system required by 29 CFR Part 97 or 95 as appropriate. To be accepted, stand-in costs must come from the same year as the costs that they are proposed to replace, and they must not cause a violation of the administrative or other cost limitations. Stand-in costs must be reported to DWS through the Cost Reimbursement form.
34. **PROGRAM INCOME:** Program income is defined in 29 CFR 97.25(b) and is the gross income received by the **GRANTEE** directly generated by a contract-supported activity, or earned only as a result of the contract during the contract period. A similar definition is found in 29 CFR Part 95.2(bb). A list of the types of income that are considered program income for purposes of WIA is included in 29 CFR 97.25(a) and 29 CFR Part 95.2(bb). Program income must be reported to the **GRANTEE** through the Cost Reimbursement report and must be expended prior to any requesting any contract funds for reimbursement.
35. **LEVERAGED FUNDS:** Leveraged funds are defined as any funds which have been expended for the same purposes and are allowable expenses under the contract funds but were paid by other Federal resources within the **GRANTEE'S** accounting records. Leveraged funds are to be reported to DWS through the Cost Reimbursement report and be tracked and quantifiable within the **GRANTEE'S** accounting records.

Attachment B  
 Contract Budget Form

Contractor \_\_\_\_\_  
 Contract Number \_\_\_\_\_  
 Contract Period \_\_\_\_\_

<b>Program Expenses</b>	<b>Grant Request</b>	<b>Cash Matching</b>	<b>In-Kind Matching</b>	<b>Total</b>
1. Salaries				\$ -
2. Fringe Benefits				\$ -
3. Equipment & Supplies				\$ -
4. Marketing & Outreach				\$ -
5. Professional Development/Travel				\$ -
6. Contract Services				\$ -
7. Other				\$ -
8. Indirect				\$ -
9. Indirect (matching)				\$ -
10. Facilities (matching)				\$ -
11. Communications (matching)				\$ -
12. Other (matching)				\$ -
Total Program Expense	\$ -	\$ -	\$ -	\$ -

# Certification for Nonprofit Entity Grant Contracts

**Y    N**

Did you receive more than 50% of your funds from federal, state, and local government entities in your previous fiscal year?

Do you anticipate receiving more than 50% of your funds from federal, state, and local government entities in the fiscal year in which the grant for which you have applied will be issued?

Did you receive more than \$500,000 from state entities in the previous fiscal year?

Do you anticipate receiving more than \$500,000 from state entities in the fiscal year in which the grant for which you have applied will be issued?

**If you have answered YES to any one of the preceding four questions, you must certify compliance with each of the following requirements by initialing below.**

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\_\_\_\_\_ You acknowledge that DWS may notify the State Auditor you have answered yes to one or more questions on this form.

\_\_\_\_\_ You agree to comply with the requirements of Utah Code Title 63J, Chapter 9, Nonprofit Entity Receipt of State Money Act.

\_\_\_\_\_ You acknowledge and agree you may be required to return to the state any money expended in violation of the Nonprofit Entity Receipt of State Money Act.

\_\_\_\_\_ You agree to provide an annual report detailing the expenditure of state grant funds you receive.

\_\_\_\_\_ You certify you have, at the time of receipt of state grant money, adopted bylaws (as "bylaws" are defined in Section 63J-9-102) that provide for the financial oversight of state money and compliance with state laws related to state money.

\_\_\_\_\_ You certify you have, at the time of receipt of state grant money, procedures for the governing board of the nonprofit entity to designate an administrator who manages state money, and procedures for the governing board to dismiss the administrator who manages state money.

What is the name and contact information (address, phone number, and email) of the administrator who manages state money? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by: \_\_\_\_\_