

STATE OF UTAH



SOLICITATION NO. RM7036

TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS

RESPONSES ARE DUE PRIOR TO:

Feb 28, 2007 3:00:00 PM MST

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid RM7036 TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS

Bid Number RM7036
 Bid Title TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS

 Bid Start Date Feb 1, 2007 4:28:07 PM MST
 Bid End Date Feb 28, 2007 3:00:00 PM MST
 Question & Answer End Date Feb 19, 2007 7:00:00 AM MST

 Bid Contact Roselle Miller
 801-538-3232
 rwmiller@utah.gov

 Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for See Specifications
 Pre-Bid Conference Feb 13, 2007 10:00:00 AM MST
 Attendance is optional
 Location: Department of Workforce Services
 Central Region Administration Office
 1385 S State St
 Salt Lake City, Utah

 Bid Comments Please see attached RFP document and respond to all requirements.
 Added on Feb 6, 2007:
 Referenced attachments added.

Changes made on Feb 6, 2007 9:09:04 AM MST

New Documents RM7036 Attachment B.doc
 RM7036 Attachment C Copy of code.doc
 RM7036 Attachment D Infrm Disclosure.doc
 RM7036 Attachment E FINANCIAL REPORTING.doc
 RM7036 Attachment F INSURANCE.doc
 RM7036 Attachment G Form 1151 Exchange and release.pdf
 RM7036 Attachment H Form 3601 referral.pdf

Item Response Form

Item RM7036-1-01 - TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS
 Quantity 1 each
 Prices are not requested for this item.
 Delivery Location State of Utah
No Location Specified

 Qty 1

 Description

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide and administer a training and employment program to TANF (FEP) customers. This RFP for a training and employment program must provide two key components. One component includes testing and services that assess levels of functioning in key components of emotional intelligence along with training and guidance to improve emotional intelligence and the other component consist of skills building in the area of computer software and hardware. The goal of this program is to provide an increase in the family income of the FEP customers, achieving employment and retaining employment. It is anticipated that this RFP may result in a contract award to multiple contractors.



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) _____	Federal Tax Identification Number _____	State of Utah Tax ID Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person _____		
Telephone Number (include area code) _____	Fax Number (include area code) _____		
Company's Internet Web Address _____	Email Address _____		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____	Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____	Date _____		
Type or Print Name _____	Position or Title _____		

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via RFP Depot, LLC. (b) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (c) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (d) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Offerors are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made

at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103 (1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision 12 September 2006 - RFP Instructions)

**REQUEST FOR PROPOSAL
DEPARTMENT OF WORKFORCE SERVICES
CENTRAL REGION
TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS
Solicitation # RM7036**

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide and administer a training and employment program to TANF (FEP) customers. This RFP for a training and employment program must provide two key components. One component includes testing and services that assess levels of functioning in key components of emotional intelligence along with training and guidance to improve emotional intelligence and the other component consist of skills building in the area of computer software and hardware. The goal of this program is to provide an increase in the family income of the FEP customers, achieving employment and retaining employment. It is anticipated that this RFP may result in a contract award to multiple contractors.

This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

Emotional Intelligence studies have confirmed that Emotional Intelligence plays a significant role in a person's ability to function productively in the workplace. Training programs that focus on customer skill building along with emotional growth and development have resulted in increased success for customers. In analyzing the need for customer services in the Department, many customers appear to have mild to moderate mental health issues, as well as poor work maturity and undeveloped emotional intelligence. In addition, the department must deliver services that are well within the state and federally mandated time limits and participation expectations. The State of Utah limits time to thirty-six (36) months in a lifetime for receipt of services on the Family Employment Program (FEP). All states have a federal mandate to achieve 50% participation rates in federally specified and defined activities.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Department of Workforce Services, Central Region. The reference number for the transaction is Solicitation # RM7036. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through RFP Depot. However, if you choose to submit hard copies, one (1) original and six (6) identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, P.O. BOX 141061, SALT LAKE CITY, UTAH 84114-1061.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one (1) year. The contract may be extended beyond the original contract period year-to-year for up to four (4) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions (see attached).

QUESTIONS

All questions must be submitted through RFP Depot. Answers will be given via the RFP Depot site.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the Department of Workforce Services Central Region Administration Office, 1385 S State St., Salt Lake City, UT 84074 **on Tuesday, February 13, 2007 at 10:00 am, Conference Room 424.**

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received

without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Offeror's expense. The oral presentation is only to allow Offeror's to clarify portions of their proposal.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form, which may be

accessed at:

<http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the Offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an Offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

Purpose

The Contractor must provide and administer a training and employment program to TANF (FEP) customers. The program must provide two key components. One component includes testing and services that assesses levels of functioning in key components of emotional intelligence along with training and guidance to improve in emotional intelligence. Key facets of this component must include:

- The emotional intelligence test must be certified through the Buros Institute of Mental Measurements.
- Staff administering the test must have Master's degree level of training or special certification.
- Evaluation and feedback to customers by people trained and certified to provide this service.
- An instructional program to assist customers in improving skills in emotional intelligence
- Use of the testing instrument pre and post program.

The other component includes skill building in the area of computer software and hardware. This includes:

- Use of major software applications from beginning to advanced skill levels.
- Ability to identify and problem solve small computer repairs.
- Replacement of hardware such as motherboards, memory and hard drives.

In addition to providing the two components of the employment and training program, the respondent must provide services that support the Department's need to achieve a 50% participation rate. The program will serve the Department's FEP (Family Employment Program) customers in the Salt Lake and Tooele Counties.

Customers completing the program will be able to demonstrate the following outcomes:

- Greater range of employment skills.
- Improved workplace behavior skills.

- Improved self-esteem and self-confidence.
- Improved Emotional Intelligence.
- Achieve employment or enter training.
- Increased ability to retain employment or complete training.
- Program certificate of completion with a transcript of courses (must be accepted by the local school district for up to 5 credit hours toward GED completion).
- Customers time on assistance reduced
- Higher customer satisfaction.

Services

The program must consist of a structured classroom setting that provides 312 hours of classroom training. In addition, proctored study time must be provided so that customers have 20 weekly hours of countable FEP participation. This is based on the Department's Employment Counseling and Business Services Policy Manual Section 815-1B located at:

Deleted: Can

http://jobs.utah.gov/infosource/EmploymentBusinessManual/DWS_Employment_and_Business_Services_Manual.htm

The classroom instruction will be required to have facilities in the north of Salt Lake County (north of 33rd So), in south Salt Lake County (south of 45th South) and the city of Tooele. Facilities must have easy access to public transportation. In addition, customers completing High School / GED must coordinate with a local school district which will provide a minimum of 5 weekly hours of supervised class/study time along with the opportunity to earn 5 credit hours toward completion of High School Diploma /GED. Customers will also have the opportunity to engage in a minimum of 10 weekly hours of an internship.

CONTRACTOR WILL PROVIDE THE FOLLOWING:

1. Provide and administer a training and employment program to individuals referred by Department. The emotional intelligence testing will be administered pre and post program, individual and group results will be shared with the Department. It is the contractor's responsibility to make the customer aware of this sharing of information and approves its release. The Emotional Intelligence development program will include:
 - o Development of emotional skills in work related areas which include:
 - § Ability to act and interact with others
 - § Managing self control
 - § Management of stress
 - § Accepting responsibility and accountability
 - § Ability to accept change.
 - o Test Instrument must be certified by the Buros Institute of Mental Measurements.
 - o Administration of tests, feedback of results and guidance must be given by staff with certification or credentials to provide feedback and guidance.
 - o Class time and course work to allow participants to improve in emotional intelligence skill building.
2. Program will consist of classroom training /monitored study time of 20 hours weekly.

The classroom training will consist of the following components:

- o Computer software skills: Microsoft Office, Mavis Beacon Typing, MS Word (beginning and advanced), MS Excel (basic through advanced), MS PowerPoint (basic through advanced).
 - o Internet skills: includes modern technology development, information searching, viruses, online protection, Website navigation, DWS web page and instruction for use of all relevant Department job search resources.
 - o Use of Adobe Photoshop and Adobe Image Ready software so students learn to refurbish old photographs, enhance blemished pictures and make animated GIF's.
 - o Computer Hardware skills: Identify computer problems and solutions associated with small computer repair. This includes hard drives, memory, installing motherboards and power supplies. This also includes the use of Windows Explorer.
 - o Employment skills.
 - o Workplace behavior skills.
 - o Opportunity to earn up to 5 credits toward GED or HS completion. Students will have access to a minimum of 5 weekly hours class and or study time in addition to the 20 weekly hours as appropriate.
 - o Opportunity for an Internship of up to 10 hours per week as appropriate.
3. As a reward for 80% attendance or greater, participants will receive a computer, free of charge, from Contractor.
 4. Contractor will be invited to attend Department problem resolution and case staffing meetings involving customers if participation issues arise or an extension of benefits is considered.
 5. Provide weekly attendance information to Department Employment Counselors.
 6. Provide a weekly progress report to Department Employment Counselors, due on Monday of each week for the prior week.
 7. Contractor will notify the Department Employment Counselor immediately (one business day) if participation issues arise.

DEPARTMENT SHALL PROVIDE THE FOLLOWING:

1. Determine individual customer eligibility and need for service.
2. Release of Information, DWS 115, Attachment H
3. Refer customers to Contractor for services.
4. Customer vocational assessment information, as available, to Contractor.
5. Timely payment for services provided under this agreement.
6. The minimum number of eligible customers for this program will be eighty (80).

REFERRAL PATHWAY:

Department Employment Counselors will complete a referral form, DWS 360, Attachment I and the participant's signed Disclosure of Information, DWS 115 form Attachment H. Employment

Counselors will also have customer participant's complete vocational assessment testing, as appropriate this package of information will be given to the respondent before the services are provided

PROGRAM PERFORMANCE AND EVALUATION

The program will be evaluated following each session in conjunction with Contractor. The program will achieve:

- o An 80% attendance rate
- o An 80% completion rate
- o 50% or more of customers completing will be employed at least half time
- o Each class will show significant overall improvement in emotional intelligence as measured by the pre and post selected emotional intelligence test. The attendance and completion rate calculation will be from the beginning of the fourth week of each session.

COST PROPOSAL

For the services provided, the **Department will not** reimburse more than \$2,950.00 per participant completing the six-month program.

Should a participant fail to complete or drop from the program the fee will be prorated by the percentage of classes the participant attends.

If a participant attends:

- Up to 10%
- 10% to 20%
- 20% to 30%
- 30% to 40%
- 40% to 50%
- 50% to 60%
- 60% to 70%
- 70% to 80%
- 80% to 90%
- 90% to 100%

Participants completing the course will also receive a refurbished computer.

The cost of the program will remain the same through the state fiscal year 2008 (June 30, 2008).

Cost is to be submitted through RFP Depot on the web form provided.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- a. Certified Copy of Incorporation or duly issued authorization to do business in State of Utah.
- b. Location of business office and service facility
- c. Name and address of corporate officers or partners
- d. Name of persons authorized to represent the Offeror in any negotiations and to sign any resulting contract
- e. Statement that proposal response meets all requirements of the RFP

- f. The Offeror must provide three (3) current references and authorization to contact references for verification of work performance. Preference will be given to references from federal, state, and county or city government agencies.
- g. Statement that Offeror agrees to accept all Standard Terms and Conditions of contract with DEPARTMENT and to all applicable legal requirements, including code of conduct, disclosure of information, liability insurance and bonding. Should the Offeror have exceptions to any term and condition of this RFP, the exceptions must be tabbed separately. The State reserves the right to exclude bids based on the specified exceptions.
- h. Certification from the Buros Institute of Mental Measurements of your company's testing and assessment process.
- i. Licensing and credentials of the staff they will be providing feedback and evaluation of the test to clients and the Department.
- j. A letter certifying that all terms and condition will be complied with or detail on which specific term and condition will be excepted with detail on why.
- k. The following documents will be signed and the Offeror agrees to compliance:
 - i. Attachment C- Code of Conduct
 - ii. Attachment D- Disclosure of Information

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
 - C. Provide details of the course curriculum
 - D. Past proven results of this curriculum, detailing success and shortcoming of this program related to employment and retention for last four years.
 - E. The curricula vitae of the principal contacts that will be involved in the contract and

the number of years they have been providing this particular service.

4. Other organizations that you provided this service to and the results. Detail the client profile the Offeror has provided the curriculum to.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30 %	Demonstrated ability to meet the scope of work
30 %	Demonstrated technical capability (proven track record), etc.
10 %	Qualification and expertise of staff proposed for this project.
10 %	Performance references for similar projects.
20%	Cost

**DEPARTMENT OF WORKFORCE SERVICES
TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS
Solicitation #RM7036
RFP EVALUATION SCORESHEET**

Firm Name: _____
Evaluator: _____
Date: _____

Score will be assigned as follows:
0 = Failure, no response
1 = Poor, inadequate, fails to meet requirement
2 = Fair, only partially responsive
3 = Average, meets minimum requirement
4 = Above average, exceeds minimum requirement
5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of work (30 points possible)		----	----	----
The Offeror has detailed a specific plan to <u>provide skill building in computer hardware and software.</u>	7.5 points possible		X 1.5	
Offeror has detailed a specific plan they have to assist the reluctant customers to the 80% performance requirement	7.5 points possible		X 1.5	
Offeror has detailed a specific plan to provide Emotional Intelligence testing (pre & post)	7.5 points possible		X 1.5	
Offeror has a detail plan to provide the Department with information if the customer is unable to achieved the required EI to succeed before the contract has expended too much money without results	7.5 points possible		X 1.5	
2. Demonstrated Technical Capability (30 points possible)		----	----	----
Offeror has detailed the resources and approach that may be used to increase successful outcomes for the customer	7.5 points possible		X 1.5	
Offeror has detailed their experience with EI testing	7.5 points possible		X 1.5	
Offeror has detailed the success and failures with the EI testing.	7.5 points possible		X 1.5	
Offeror has detailed how they will <u>provide the skill building in emotional intelligence.</u>	7.5 points possible		X 1.5	
3. Qualification and Expertise of Staff (10 points possible)		----	----	----
The offeror has a lead EI tester with 4 or more years if experience	3.4 points possible		X .67	
The offeror has provided summary assessment reports from the testers that the employment counselors will receive for the each customer	3.3 points possible		X .66	
The offeror has provided the years of tenure for the tester and assessors	3.3 points possible		X .66	
4. References with points of contact (10 points possible)		----	----	----
Preference for providing this services to other federal,	10 points possible		X 2	

Deleted: raise the customers family income through enhanced employment

Deleted: ed

Deleted: ed

Deleted: regarding

Deleted: achieved customer increase in the family income

state and counties with points of contact	State of Utah			
5. Cost (20 points possible)				*inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

**DEPARTMENT OF WORKFORCE SERVICES
CENTRAL REGION
TRAINING AND EMPLOYMENT PROGRAM TO TANF (FEP) CUSTOMERS
Solicitation # RM7036**

COST PROPOSAL

Submitted by: _____

Cost is to be submitted based on the following:

Cost per participant for the six month program: \$ _____

(Any deviation from this format may result in disqualification of proposal)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated

damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as

amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 2 Feb 2006)

**DEPARTMENT OF WORKFORCE SERVICES
STANDARD TERMS AND CONDITIONS
Attachment B**

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Sections 63-56-1 and 35A-1-104, UCA 1953 as amended, Utah State Procurement Regulations (UAC Section R33), and related statutes that permit the State to purchase certain specified services, and other approved purchases for the Department.
2. CONFLICT OF INTEREST: The GRANTEE certifies, through the execution of the Grant, that no person in its and the DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. The GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. CITING DEPARTMENT IN ADVERTISING: The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the DEPARTMENT.
4. IMPOSITION OF FEES: The GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by the DEPARTMENT.
5. CODE OF CONDUCT (Attached if Applicable): The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR agrees that each of its employees or volunteers 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 the DEPARTMENT monitors.
6. HUMAN SUBJECTS RESEARCH: The CONTRACTOR shall not conduct research involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
7. DRUG-FREE WORKPLACE: The CONTRACTOR agrees to abide by the DEPARTMENT'S drug-free workplace policies while on DEPARTMENT premises.
8. LICENSING AND STANDARD COMPLIANCE: The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this Contract. CONTRACTOR acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

9. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

A. As noted in this Contract, the CONTRACTOR is required to comply with all anti discrimination and drug-free workplace laws, and all laws governing research involving human subjects. CONTRACTOR is receiving state or federal funds under this Contract, certain state and federal requirements also apply, including the following federal laws: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract and are required by the amount of state and federal funds involved in this Contract.

B. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 37. CONTRACTOR will also provide a copy of the Department of Workforce Services 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.

10. SEPARABILITY CLAUSE: 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.

11. RECORDS ADMINISTRATION: CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR shall maintain books, records, documents and other evidence.

12. CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS:

a. **Assignment.** Notwithstanding the DEPARTMENTS right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this Contract is based on the reputation of the CONTRACTOR, and this Contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT.

Any assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.

- b. **Subcontractors.** As used in this Contract, the term "subcontractor" means an individual or entity that has entered into an agreement with the original CONTRACTOR to perform services or provide goods which the original CONTRACTOR is responsible for under the terms of this Contract. Additionally, the term "subcontractor" also refers to individuals or entities that have entered into agreements with any subcontractor if: (1) those individuals or entities have agreed to perform all or most of the subcontractors duties under this Contract; or (2) Federal law requires this Contract to apply to such individuals or entities. If CONTRACTOR enters into subcontracts the following provisions apply:
- (1) Duties of Subcontractors: Regardless of whether a particular provision in this Contract mentions subcontractors, a subcontractor must comply with all provisions of this Contract including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. The CONTRACTOR retains full responsibility for Contract compliance, whether the services are provided directly or by a subcontractor.
 - (2) Provisions Required in Subcontracts: If the CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; "Cost Accounting Principles and Financial Reports,") as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i).
13. MONITORING: DEPARTMENT shall have the right to monitor the CONTRACTOR'S performance regarding all services purchased under this Contract. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DEPARTMENT who will rely on the criteria set forth in this Contract, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and the CONTRACTOR'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.
- Client or Contract Staff Satisfaction Surveys.** The CONTRACTOR understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. CONTRACTOR therefore agrees to cooperate with all DEPARTMENT initiated customer feedback.
14. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
15. CONTRACT RENEWAL: Renewal of contract will be solely at the discretion of DEPARTMENT.
16. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment executed by the parties hereto, and attached to the original signed copy of the contract.
17. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or

appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Contract. Therefore, in the event that DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.

18. CONTRACT TERMINATION:

- a. **Default Termination.** In the event this Contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
- b. **Immediate Termination.** If the CONTRACTOR creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows the DEPARTMENT to terminate the Contract immediately for a violation of that provision, the DEPARTMENT may terminate this Contract immediately by notifying the CONTRACTOR in writing.
- c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon ninety (90) days prior written notice being given the other party. Upon termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract 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 Contractor's Violation.** The CONTRACTOR acknowledges that if the CONTRACTOR violates the terms of this Contract, the DEPARTMENT 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.

19. BILLINGS AND PAYMENTS: Payments to the CONTRACTOR will be made by the DEPARTMENT upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. DEPARTMENT must receive Billings and services for the month of June no later than July 20th due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

The DEPARTMENT will not allow claims for services furnished by the CONTRACTOR, which are not specifically authorized by this contract.

20. PAYMENT RATES (Does Not Apply to Contracts With Department Of Workforce Services Set Rates or Fee for Performance Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes

in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term.

21. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR'S record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
22. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the Contract CPA audit or the DEPARTMENT determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the Contract and adjust the payments. In Contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the CONTRACTOR, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
23. REDUCTION OF FUNDS: The maximum amount authorized by this Contract shall be reduced or Contract terminated if required by Federal/State law, regulation, action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this Contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.
24. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because the CONTRACTOR 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 Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT'S right to terminate this Contract.
25. FINANCIAL/COST ACCOUNTING SYSTEM: CONTRACTOR 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 GASB, 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 CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to

independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this Contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

26. GRIEVANCE PROCEDURE: The CONTRACTOR 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 CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the instance by the Department of Workforce Services. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the CONTRACTOR will notify the DEPARTMENT of the grievance and its disposition of the matter. If no resolution is reached with the CONTRACTOR, the grievance will be forwarded to the DEPARTMENT for processing through the DEPARTMENT'S Administrative Process.
27. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian. The CONTRACTOR will be required to sign the DEPARTMENT'S disclosure statement.
28. COPYRIGHT: The CONTRACTOR agrees that any and all deliverables prepared for the DEPARTMENT, to the extent to which it is eligible under copyright law in any country, shall be deemed a work for made for hire, such that all right, title and interest in the work and Deliverables reside with the DEPARTMENT. The DEPARTMENT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, CONTRACTOR agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to DEPARTMENT. CONTRACTOR further agrees to provide all assistance reasonably requested by DEPARTMENT in the establishment, preservation, and enforcement of its rights in such work and deliverables, without any additional compensation to DEPARTMENT. CONTRACTOR agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and deliverables, including without limitation any an all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.
29. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Grantees officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

(Revision 9-05)

ATTACHMENT C
CODE OF CONDUCT

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

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

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

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

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ,

any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

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

Neglect may include but is not limited to:

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

Exploitation will include, but is not limited to:

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

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.

2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor shall prominently display a poster, provided by the Department, notifying contractor employees of their responsibilities to report violations and giving appropriate phone numbers.

[Rev.12/02]

Contractor

Date

**ATTACHMENT D
THE DEPARTMENT OF WORKFORCE SERVICES
DISCLOSURE OF CONFIDENTIAL INFORMATION**

The **Contractor** will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purpose identified within this contract and shall not be re-disclosed for any purpose not specifically authorized in this agreement.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The **Contractor** shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for unauthorized disclosure to include up to six months imprisonment and fines up to \$1,000.
6. The **Contractor** shall permit the Utah Department of Workforce Services, the United States Department of Labor, Department of Health and Human Service (and other authorized federal officials) to make on-site inspections to insure that the requirements of this contract, State laws, and federal statutes and regulations are being met.
7. The **Contractor** agrees to hold the Department harmless for any damages arising out of the unauthorized disclosure of confidential or private information from Department records.

I have read and understand the above information and agree to abide by the requirements of this agreement.

Contractor

Date

FINANCIAL REPORTING

ATTACHMENT E

For sub recipients and service providers.

a. General Requirements.

- (1) No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity. There are no Federal, State, or department financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed in this Section are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies owned by either one person or by a husband and wife are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, contractors providing services in an individual capacity are still subject to financial review by the contracting agency and/or another DEPARTMENT entity.
- (2) No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$10,000 From the Department in a Single Fiscal Year. Contracting organizations that receive less than \$10,000 from the DEPARTMENT in a single fiscal year have no financial reporting requirement to DEPARTMENT unless specifically required by DEPARTMENT. However, they are still subject to financial review by the DEPARTMENT.
- (3) Contractor's Compliance with Applicable Financial Laws. The CONTRACTOR shall comply with all applicable federal and state laws regarding financial reports. The CONTRACTOR shall comply with all applicable requirements set forth in: (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published by the federal government; and (2) the State of Utah Legal Compliance Audit Guide ("SULCAG"), issued by the State Auditor's Office. For the CONTRACTOR'S convenience listed below are "Federal, State and the Department Financial Reporting Requirements," as a reference guide to the various financial reporting requirements. The information is not exhaustive and the CONTRACTOR understands that it is obligated to seek independent legal or accounting advice. CONTRACTOR may access the applicable federal and state financial reporting requirements through the following Internet web sites:

Table 2: Federal, State and the Department Financial Reporting Requirements

Policy	Internet Site
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	http://www.whitehouse.gov/omb/circulars/index.html
Utah Code	http://www.le.utah.gov/~code/TITLE51/51_01.htm
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code/r123/r123-005.htm
SULCAG	http://www.sao.utah.gov/sulcag/Introduction.htm

(4) Additional Financial Reporting Requirements for DEPARTMENT Contracts. In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Contract requires CONTRACTOR to submit various financial reports to the Department of Workforce Services Contract Unit, as set forth in a separate column in Table 3 below, "Federal, State and DWS Financial Reporting Requirements."

(5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a contractor is required to obtain and submit an annual audit or other financial reports is determined by the contractor's entity type, the amount, and source of government funds that the contractor expends during a given year.

Based on the SULCAG, DEPARTMENT requires all CONTRACTORS, except sole proprietorships, to submit an audit prepared according to "government auditing standards" whenever the CONTRACTOR has \$350,000.00 or more in total revenues and 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of CONTRACTORS with total revenues under \$350,000.00 (see Table 3 below "Federal, State and DWS Financial Reporting Requirements").

b. Definitions For Auditing And Financial Terms Used In This Contract.

- (1) "*Federal Funds*" means Federal financial assistance that a contractor receives directly from Federal awarding agencies or indirectly from Pass-Through Entities.
- (2) "*Government Funds*" means financial assistance that a contractor receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.
- (4) "*OMB*" means the federal Executive Office of the President, Office of Management and Budget.
- (5) "*OMB Circular*" means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

- (6) *"Pass-Through Entity"* means an entity (such as DWS) which receives federal funds and then passes those funds through to subrecipients, such as local governments and Non-Profit Organizations.
- (7) *"Service Provider"* means a private or governmental entity that receives funds from DWS for services provided to DWS'S clients under a program developed by DWS.
- (8) *"Subrecipient"* means a governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DWS or another entity which serves as a "recipient" and "Pass-Through Entity" for such federal funding. If the contractor operates its own program of services for eligible clients, the contractor shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Contract is funded solely by State funds.

c. **Contractor's Submission Of Required Audits And Other Financial Reports:**

- (1) Deadlines. The CONTRACTOR shall be bound by OMB Circular A-133 and the SULCAG submission deadlines for audits and financial reports. See also Table 2 below, "Federal, State and DWS Auditing Requirements."

Where the CONTRACTOR is required to submit audits and financial reports to DWS under OMB Circular A-133, the SULCAG and DWS contract provisions, and needs an extension for filing of such reports, the CONTRACTOR may request an extension by contacting the DEPARTMENT at the address below. However, CONTRACTOR understands that DEPARTMENT can extend only those deadlines for reports CONTRACTOR is required to submit to DEPARTMENT. CONTRACTOR must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

- (2) Addresses. The CONTRACTOR shall submit all audits and financial reports to the entities identified in the applicable law, OMB Circular A-133 and the SULCAG. See also Table 3 below, "Federal, State and DWS Auditing Requirements."

Where the CONTRACTOR is required to submit audits and financial reports to DEPARTMENT under OMB Circular A-133, the SULCAG and DEPARTMENT contract provisions, the CONTRACTOR shall submit the required audits and financial reports to the following address:

DEPARTMENT OF WORKFORCE SERVICES
Contracts Manager
P.O. Box 45249
Salt Lake City, Utah
84145-0249

d. **Additional Definitions Used In This Part:**

- (1) "*Audit Findings*" means a schedule of all costs questioned by the auditor relative to Government Funds.
- (2) "*Compliance Opinion*" means an auditor's opinion that Contractor has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.
- (3) "*Federal Clearinghouse*" means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 4713."
- (4) "*Financial Statements*" means financial reports of the Contractor's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Contractor, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.
- (5) "*GAAP*" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.
- (6) "*GAAS*" means Generally Accepted Auditing Standards, issued by the American Institute of Public Accountants (AICPA).
- (7) "*GAS*" means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.
- (8) "*Management Letters*" means the auditor's notes and recommendations to the Contractor's management personnel subsequent to a fiscal audit.
- (9) "*Non-profit Organization*" means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers. "Program-Specific Audit" means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
- (10) "*Reporting Package*" means the auditor's package of financial reports as defined in OMB Circular A-133, and shall include Financial Statements and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.

- (11) "*SULCAG*" means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.
- (12) "*Schedule of Expenditures*" means a breakdown of expenditures of Government Funds for a given year, showing the total administrative expenses as compared to funds expended for program services.
- (13) "*Single Audit*" means an audit which includes both the Contractor's Financial Statements and the Federal awards using GAGAS standards, as described in OMB Circular A-133.500.
- (14) "*Statement of Functional Expense*" means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.
- (15) "*Summary Schedule*" means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

Table 3: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Contract Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	\$500,000 or more expended in Federal Funds	Single Audit or Program Specific Audit, using GAGAS standards. (OMB Circular A-133.200, A-133.235, and A-133.500) <u>Financial Reports Required from Contractor:</u> 1. Data Collection Form as described in OMB Circular A-133.320 (a), (b) and (d) -to Federal Clearinghouse 2. Reporting Package- to: (a) Federal Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (OMB Circular A-133.320 (c) and (d)) 3. Submission by Subrecipients: (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (e)(2))	Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: 1. Copies of the entire <u>Single Audit or Program Specific Audit report</u> 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. (The SULCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.)	1. <u>As required by OMB Circular A-133</u> , both government and non-profit Contractors shall provide to DWS the following: a. Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; or b. Written Notification – if audit did not disclose Audit Findings or report on the status of any prior Audit Findings in the Summary Schedule; and 2. <u>This Contract also requires Contractor to submit the following:</u> a. Auditor's Management Letter; and b. Upon request by DWS, (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by OMB Circular A-133) (3) For non-profit contractors, the statement of Functional Expenses.	1. Thirty (30) days after Contractor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (OMB Circular A-133.320) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Contract.

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Contract Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$500,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (OMB Circular A-133.200(d))	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office: a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards. b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings. See Also Utah Code Ann. § 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.	Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Contractor are Government Funds: 1. Copy of the Entire Audit Report required by the SULCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. IF LESS THAN 50% of total funds received by a non-profit Contractor are from Government Funds such that Contractor is not required by the SULCAG to submit any financial reports, DWS requires: 1. Unaudited CPA Review; and 2. Statement of Functional Expenses.	Within six (9) months after end of Contractor's fiscal year Utah Code Ann. § 51-2-2
	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.	Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Contractor are Government Funds): 1. Unaudited CPA Review; and 2. Statement of Functional Expenses IF LESS THAN 50% of total funds received by a non-profit Contractor are from Government Funds: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses	Within six (9) months after end of Contractor's fiscal year

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Contract Reporting Requirements	Submission Deadlines
	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (9) months after end of Contractor's fiscal year
	Less than \$100,000 but \$10,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All contractors: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (9) months after end of Contractor's fiscal year
All Contracting Entities	Less than \$10,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved by the State Auditor	NO REQUIREMENTS	Within six (9) months after end of Contractor's fiscal year
For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	NO REQUIREMENTS	The non-profit reporting requirements identified above also apply to for-profit contractors with the following exceptions: 1. The reporting format required of non-profit contractors is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report.	Within six (9) months after end of Contractor's fiscal year

INSURANCE
ATTACHMENT F

A. **Required Insurance.** The CONTRACTOR shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DEPARTMENT gives prior written consent to a different arrangement, the CONTRACTOR shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed.

Commercial insurance may be obtained from an insurance company that does not meet the above stated A. M. Best Company rating and/or class size, **if** the CONTRACTOR provides documentation verifying the insurance company providing the CONTRACTOR'S insurance **is reinsured** by another affiliated insurance company that **does meet** the required rating and class size requirements.

The CONTRACTOR'S insurance policy shall include an endorsement that names the State of Utah, DEPARTMENT, and their officers and employees as additional insured's, and the policy shall provide the State of Utah, DEPARTMENT, and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the CONTRACTOR'S acts or omissions in connection with this Contract. The CONTRACTOR is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy (See subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Insurance Clause."))

B. **Deductibles and Similar Costs.** The CONTRACTOR shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Contract may not exceed \$1,000.00, unless the CONTRACTOR obtains prior written approval of the deductible (and the corresponding policy) from DEPARTMENT.

i. Types of Liability Protection the Contractor Must Provide:

1. **Private Contractor—Commercial Insurance Required:** If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the CONTRACTOR has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:

(a) ***General Liability Insurance:*** The CONTRACTOR shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the CONTRACTOR. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence. If the CONTRACTOR is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the

CONTRACTOR is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.

(b) *Automobile Insurance:* If the CONTRACTOR'S services involve transporting any clients or goods for the DEPARTMENT, the CONTRACTOR shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by the CONTRACTOR (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 CONTRACTOR subcontracts with another entity or individual for transportation services, or services that include transportation services, the CONTRACTOR 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 CONTRACTOR employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the CONTRACTOR shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

2. Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior Department Approval Required: If the CONTRACTOR claims that it is self-insured, the CONTRACTOR shall provide DEPARTMENT with adequate evidence that the CONTRACTOR is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DEPARTMENT with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-governmental entities. Specifically, the CONTRACTOR must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the CONTRACTOR shall obtain from DEPARTMENT a written statement indicating that DEPARTMENT has determined, based on the CONTRACTOR'S financial evidence and representations, that the CONTRACTOR'S self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the CONTRACTOR is therefore not required to obtain additional commercial liability insurance naming DEPARTMENT as an insured party. If it sees fit, DEPARTMENT may include in this statement any additional conditions designed to ensure that the CONTRACTOR'S self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision

shall be construed to require DEPARTMENT to consent to any self-insurance arrangements, and DEPARTMENT may withhold its approval for any reason whatsoever.

3. Doctors, Dentists, Mental Health Therapists and Other Professionals: If the CONTRACTOR is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the CONTRACTOR shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance (“malpractice insurance”) during the term of this Contract. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and aggregate.
4. Governmental Contractors and the Utah Governmental Immunity Act: If the CONTRACTOR is a governmental entity under the Utah Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
 - (a) **All Contractors--Workers' Compensation**. The CONTRACTOR shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code), which requires employers to provide workers' compensation coverage for their employees.
 - (b) **Indemnification**. Regardless of the type of insurance required by this section, the CONTRACTOR (and where applicable, the subcontractor) shall provide the following indemnification:
 1. Indemnification by Non-Governmental Contractor: If the CONTRACTOR is not a governmental entity of the State of Utah, the CONTRACTOR shall defend, hold harmless and indemnify DEPARTMENT and its employees and agents from and against all claims arising under this Contract as a result of the CONTRACTOR'S acts or omissions to act. If a court determines that the conduct of DEPARTMENT or its agents or employees is solely responsible for the claim in question, the CONTRACTOR shall have no obligation to indemnify DEPARTMENT, and DEPARTMENT shall reimburse the CONTRACTOR for any reasonable attorney's fees and costs actually incurred by the CONTRACTOR in defending the action.
 2. Indemnification by Governmental Contractor: If the CONTRACTOR is a governmental entity of the State of Utah, the CONTRACTOR and DEPARTMENT shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.

3. Definition of the Term "Claim": Regardless of the type of CONTRACTOR, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.
 4. Defense of Suits Brought Upon Claims: The CONTRACTOR shall defend all suits brought upon such claims and shall pay all incidental costs and expenses, but DEPARTMENT shall have the option to participate in the defense of any such suit in which DEPARTMENT perceives that its interests are not being protected by the CONTRACTOR. In such cases, the participation of DEPARTMENT does not relieve the CONTRACTOR of any obligation under this Contract. However, if DEPARTMENT elects to retain independent counsel, DEPARTMENT shall pay the attorney's fees and costs associated with such counsel.
 5. No Subrogation or Contribution: The CONTRACTOR understands that it has no right of subrogation or contribution from the State or DEPARTMENT for any judgment rendered against the CONTRACTOR to the extent that such judgment results from the CONTRACTOR'S own negligence or material failure to perform under the terms of this Contract.
- (c) **Insurance Required of Subcontractors.** Subcontractors shall satisfy the insurance and indemnification requirements applicable to them. (See definition of "subcontractor" in this Contract.) For example, if the CONTRACTOR is a governmental entity and the subcontractor is a non-governmental entity, the CONTRACTOR shall comply with the insurance and indemnification provisions applicable to governmental entities, and the subcontractor shall comply with the insurance and indemnification provisions applicable to non-governmental entities.
- (d) **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental CONTRACTOR or subcontractor shall obtain from its insurer(s) and shall provide to DEPARTMENT certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DEPARTMENT thirty (30) days notice of any modification, cancellation or non-renewal of the policy. On an annual basis and upon request from DEPARTMENT, a non-governmental CONTRACTOR or subcontractor shall provide DEPARTMENT with evidence that the CONTRACTOR or subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.

DWS-SDS 115
Rev. 04/2005



State of Utah
Department of Workforce Services
**EXCHANGE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**
Attachment G

Date Stamp

PID#: _____

Name (print) _____

Case Number _____

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

I authorize the exchange of information only to the agencies listed below with the restriction that the information cannot be passed on to any other person or entity..... Yes No

- Division of Child & Family Services
- Division of Services for People with Disabilities
- Other _____
- Division of Youth Corrections
- Juvenile Court
- Local Mental Health Providers
- School Districts
- State\Local Health Dept. Substance Abuse Treatment Providers
- Vocational Rehabilitation

The information is to be released for the following purpose only: to provide a variety of services to myself and\or my family. In order to provide these services, representatives of public and private agencies may be working together with a family advocate as a team and may need to share information about me\my family with each other.

Family Members	Social Security Number	Date of Birth

The above mentioned individuals require services from a number of agencies and providers to meet their medical, social, educational, and other needs. There is a reasonable indication that the above mentioned child(ren) will access needed services only if assisted by a qualified Case Manager who locates, coordinates, and regularly monitors the services in accordance with an *individualized employment plan*..... Yes No

Signature of Customer

Date

Signature of Parent or Guardian

Date

Distribution: Original: Customer file Copy 1: Customer Copy 2: Coordinating Agency

Equal Opportunity Employer Program

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

RECORD SHARING PROTOCOL FOR COOPERATING AGENCIES

Attachment G

Customer Choice:

Explain to the customer the process they may take if they need services outside DWS, (for example, DWS employees are able to facilitate those services, however the customer's permission is required prior to contacting other service providers on the customer's behalf). Explain to the customer the collaborative approach is available, but the customer may elect to secure services by contacting individual agencies.

Use of Forms:

Use the Exchange of Information & Consent for Coordinated Services form to begin the process of coordinating services for a customer or family. Do not use this form for families involved in CCS (Collaborative Coordinated Services). (For CCS families, use the statewide CCS Release of Information form issued through the Governor's office.)

Coordination of Services:

In an attempt to coordinate services for a family or individual, Employment Counselors will share information to reduce customer time spent completing general information forms or multiple assessment instruments.



ATTACHMENT H UTAH'S PARTNERSHIP REFERRAL FOR SERVICES

Date: _____

Customer's Name: _____

Address: _____ Zip Code: _____

Phone: _____ Alternative Phone: _____

Referred To:

Organization	Address	City	Zip Code
--------------	---------	------	----------

Contact Person: _____ Phone: _____ Ext: _____

Referred For:

- | | | |
|--|--|--|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> SSI/SSDI | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Family Services | <input type="checkbox"/> Medical Services | <input type="checkbox"/> Food Assistance |
| <input type="checkbox"/> Education/Training | <input type="checkbox"/> Financial Assistance | <input type="checkbox"/> Energy Assistance |
| <input type="checkbox"/> Counseling, Personal | <input type="checkbox"/> Housing | <input type="checkbox"/> Legal Services |
| <input type="checkbox"/> Veteran's Services | <input type="checkbox"/> Abuse Advocate | <input type="checkbox"/> Crisis Intervention |
| <input type="checkbox"/> Placement/Job Development | <input type="checkbox"/> Vocational Rehabilitation | <input type="checkbox"/> Other |

Specify: _____

List of other Agencies Referred To: _____

Referring From:

Organization	Address	City	Zip Code
--------------	---------	------	----------

Referred By: _____ Phone: _____ Fax: _____

Response Requested: Yes No Comments: _____

Attachments (if applicable):

- | | | | |
|-------------------------------------|--|---|--|
| <input type="checkbox"/> Release of | <input type="checkbox"/> Assessments | <input type="checkbox"/> Intake/Eligibility | <input type="checkbox"/> Employment Plan |
| <input type="checkbox"/> Payment | <input type="checkbox"/> Medical Records | <input type="checkbox"/> Other: _____ | |

Note to the Customer: "THIS IS A REFERRAL ONLY!" Services will be determined by the provider according to agency guidelines.

Distribution: Original: Referred Agency Yellow: Customer Pink: Customer File

Questions and Answers

Question

We provide computer software and hardware training that is computer-based and web-based (online). Can we submit a bid for the training only? (Submitted: Feb 2, 2007 8:21:51 AM MST)

Answer

I No, the training and the Emotional Intelligence testing is to promote growth in our vulnerable customers, to increase work maturity and provide skill building for the transition into getting and retaining a job. This should have a package of mental health, computer training and training to assist in handling normal employment issues rationally. (Answered: Feb 6, 2007 9:12:44 AM MST)

Question

Is the program restricted to being 6 months in length?

Is there a model program this RFP is being based upon?

What is the population of the eligible customers, typical profile?

What is the required attendance percentage and training hours to be considered a completer? (Submitted: Feb 6, 2007 7:50:50 AM MST)