

State of Utah

Department of Workforce Services – Refugee Services Office

Request for Grant Applications (RFGA) Fiscal Year 2016 (7/1/2015 – 6/30/2016)

RCBO Level 2 - FY2016

Capacity Building for Refugee Communities

Funding available for organizations serving refugee communities

Pre-Application Meeting: May 12, 2015 – 10:00 AM

May 13, 2015 – 3:00 PM

APPLICATION DUE: Wednesday May 27, 2015 at 5:00 PM

Applicants must **submit one copy of the application and all attachments** with the final signature(s)

via email to: jnahas@utah.gov



RCBO Level 2 – FY2016

Refugee Capacity Building Grant

Department of Workforce Services – Refugee Services Office

Request for Grant Applications

Funding Available for Organizations Serving Refugee Communities

APPLICATION DUE: Wednesday, May 27, 2015 at 5:00 PM

Email to: jnahas@utah.gov

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This grant is funded by the State of Utah, General Funds, and is administered through the Department of Workforce Services, Refugee Services Office.

RCBO Level 2 – FY2016

Refugee Capacity Building Grant

Department of Workforce Services – Refugee Services Office

Request for Grant Applications

APPLICATION DUE: **Wednesday, May 27, 2015 at 5:00 PM**

Email to: jnahas@utah.gov

Purpose

The Department of Workforce Services Refugee Services Office (RSO) will award grants to refugee community-based organizations (RCBOs) that can show they have capacity to manage grants and comply with the funding purposes. Through this grant the communities will further develop their organizational capacity to better assist needy families in their refugee communities to receive services in a culturally and linguistically appropriate and competent manner. The grant will also enable refugees to get effective education that will provide them with tools to help them become self-sufficient.

Who May Apply

This application is specifically for those RCBO applicants categorized as Level 2 Contractors. An RCBO is categorized as Level 2 if they meet the following criteria:

- (a) they received an award from the preceding year's Capacity Building for Refugee Communities Grant as Level 2 Recipients, OR
- (b) they scored above a 3.5 on the FY2015 Capacity Building for Refugee Communities Grant annual audit. AND
- (c) they have not developed programming outside of the scope of the Capacity Building for Refugee Communities Grant for which they have raised a minimum of \$5,000.

If an RCBO does not fall into a or b, and c above, there will be a separate application process for those RCBOs.

RCBO Level 2 RFGA – FY2016

Grant Information

Minimum Requirements

1. The RCBO must be a non-profit corporation of which 75% or more of the Board of Directors is from the language and cultural group of the refugee community.
2. The RCBO has a Board in place that includes 30% or a minimum of 2 women in its composition. In 2015-2016, an RCBO may submit a plan to develop such a Board; however, in subsequent years this expectation will be mandatory to apply.
3. The RCBO has by-laws that reflect a charitable purpose.
4. The RCBO is incorporated and its business registration is up-to-date.
5. The RCBO has a charitable organization permit that is up-to-date.
6. The RCBO has an Employer's Identification Number (EIN) that must be included on the application form.
7. The RCBO has a target population of 100 individuals or 20 families, whichever is larger. It must maintain a database of the families that will be served. Database must include names of household members, address, contact number or otherwise, age, sex, occupation, date of arrival in United States and date of arrival in Utah. Database will be verified by RSO.
8. The RCBO provides 2014 tax returns for state and federal filings.

Funding Details

1. Each organization must submit one application.
2. Grants will be awarded on a competitive basis and RCBOs must indicate willingness to comply with Level 2 grant regulations.
3. The Level 2 grant is \$12,000 in the first year and \$12,000 if a subsequent year of Level 2 is required. The second year will be available only upon successful completion of requirements and available funding.
4. Each year, funds must be utilized by June 30. Funds do NOT roll over to the next year.
5. Funds may only be utilized as per budget requirements (see Attachment D – Budget).
6. DWS reserves the right to award partial grants.
7. Only 8 new awards will be offered in the 2015 – 2016 grant cycle.

Period of Performance

1. Funding for grant recipients **begins July 1, 2015**. Grant period ends **June 30, 2017**.
2. DWS may elect to end the contract at any time based on funding and/or grantee performance.
3. Grants will be awarded on a competitive basis and RCBOs must indicate willingness to comply with Level 2 grant regulations.
4. **End of First Year Grant Term:** The first year of the grant period ends **June 30, 2016**. Funded programs must expend all first year grant dollars by June 30, 2016. Funded programs must submit all evaluation materials and paperwork by July 15, 2016. If the organization has NOT met grant

requirements as determined by DWS or funding is no longer available, the **grant will be terminated ending June 30, 2016.**

5. If the organization has met all of their requirements and funding is available, yet the organization is not yet ready to apply for the RCBO Level 3 Grant, this grant will **continue to be funded through June 30, 2017.**

Evaluation and Award

1. Grant applications will be evaluated on a competitive basis.
2. DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFGA.
3. Participants must be available for questions or clarification during the grant review period.
4. Successful grant applications will be open to public inspection after grant award, under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

Application Requirements

1. The RCBO must provide a single point of contact with whom RSO will communicate.
2. The RCBO must scan and attach a copy of the business license for the specified county(s) or cities of operation and Charitable Permit for the State of Utah.
3. The RCBO must scan and attach a copy of the Code of Conduct (Attachment G) and the Non-Disclosure Agreement (Attachment H), signed by an authorized board member.
4. The RCBO must fill out the application, providing explanations where needed.
5. The RCBO must agree to a Work Plan.
6. The RCBO must scan and upload the Letter Documenting Adherence (Attachment E) to all terms and conditions of the application and the resulting federal and state requirement.
7. The RCBO must provide Board meeting minutes for the last 3 months.
8. The RCBO must have by-laws which include clauses about Women and Youth Committees.

Pre-application Conference

RSO will be holding a pre-application conference. **RSO strongly advises attendance at the Pre-Application Conference.**

**Tuesday May 12, 2015
10:00 AM – 12:00 PM, and
Wednesday, May 13, 2015
3:00 PM – 5:00 PM**

**Department of Workforce Services
Wasatch Front South Administration, Conference Room #147
1385 South State Street, Salt Lake City, UT 84115**

Questions

Questions requesting clarification or interpretation of any section of this RFGA should be directed to jnahas@utah.gov on or before close of business, Thursday, May 15, 2015. The Department will post these responses by May 19, 2015 on the Department's Refugee Services Office, website at <http://jobs.utah.gov/refugee/index.html> for all prospective applicants to view. **RSO strongly advises attendance at the Pre-Application Conference.**

Addenda

If DWS finds it necessary to modify the RFGA for any reason, DWS will issue a written addendum to the original RFGA. Final Addenda will be posted no later than May 20, 2015.

RCBO Level 2 RFGA - FY2016

Application Process

Timeline

- **Pre-Application Meeting: In Person - Tuesday, May 12, 2015 at 10:00 AM or Wednesday, May 13, 2015 at 3:00 PM:** Interested organizations may attend the pre-application meeting. Attending the meeting is not a prerequisite for applying for the RCBO FY2016 grant, it is an opportunity to review the RFGA and ask questions. **RSO strongly advises attendance at the pre-application meeting.**
- **Application Submission Deadline: Wednesday May 27, 2015, 5:00 PM:** Proposals must be received no later than 5:00 PM. Proposals received after 5:00 PM will not be accepted. Proposals may not be faxed or submitted in person. **Email application to: jnahas@utah.gov**
- **Anticipated Grant Award Announcement Date:** June 2015.
- **Award Effective Date: July 1, 2015.** The first grant year will run from July 1, 2015 - June 30, 2016.
- **End of First Year Grant Term:** The first year of the grant period ends **June 30, 2016**. Funded programs must expend all first year grant dollars (\$12,000) by June 30, 2016. Funded programs must submit all evaluation materials and paperwork by July 15, 2016. If the organization has NOT met grant requirements as determined by DWS or funding is no longer available, **the grant will be terminated ending June 30, 2016.**

Application Procedure

1. Applicant must use the provided forms to submit application. Applicant must bear the cost of preparing and submitting application. Application must be formatted as outlined, so the grant evaluation committee can rate it for completeness and responsiveness. **Failure to comply with any part of the RFGA will result in disqualification of the application.**
2. Organizations are limited to one application.
3. Application Cover Sheet must be the first page of the proposal.
4. Applicants must **submit one copy of the application and all attachments** with the final signature(s) **via email to: jnahas@utah.gov**
5. The emailed application **must be received no later than 5:00 p.m., Wednesday, May 27, 2015.** Application may not be faxed. Late applications will not be accepted. No exceptions!
6. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded prior to scoring.

RCBO Level 2 RFGA - FY2016 Application Checklist

Application forms are available at: <http://jobs.utah.gov/refugee/index.html>

Submit one copy, forms in the original PDF format (with electronic signatures) and attachments, by email to: jnahas@utah.gov.

The application must include the following in order:

- Grant Application Cover Sheet**
- Grant Application Form**, and explanations as needed
- Attachments:**
 - Work Plan**
 - Current Business Registration**
 - Current Charitable Organization Permit**
 - IRS Determination Letter** (for 501(c)(3) tax-exempt applicants) if any
 - Copy of RCBO's current by-laws**
 - Database of the community members to be served**
 - Letter of Adherence** – One *signed* by an RCBO Board Director indicating their agreement for the organization to apply for the grant (Attachment E)
 - Code Of Conduct** – One *signed* by authorized board member (Attachment G)
 - Non-Disclosure Agreement**– One *signed* by authorized board member (Attachment H)

**Submit applications by 5:00 PM on Wednesday,
May 27, 2015**

Email application to: jnahas@utah.gov

Questions? Contact Joe Nahas at jnahas@utah.gov

Grant Application Cover Sheet

ORGANIZATION

Organization: _____

Employer's Identification Number (EIN):

Total Grant Funds Requested: \$ _____

Principal Officer or equivalent (person authorized to sign grant application and/or an awarded contract):

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

The undersigned, having carefully read and considered the Request for Grant Applications to provide Capacity-Building for Refugees, does hereby offer to perform such services, in the manner described and subject to the terms, conditions and budget set forth in the attached proposal. In addition, as principal of this organization, I commit that this organization, or any employee or contractor thereof, will not charge any refugees for interpreter services. To the best of my knowledge and belief, all data in this application is true and correct.

Authorized Signature: _____ Date: _____

GRANT POINT OF CONTACT (if different from above)

Name: _____ Position: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

PRINCIPAL OFFICE

Street Address: _____ City: _____

County: _____ State: _____ Zip Code: _____ Fax: _____

Telephone: _____ Email: _____

Grant Application

Organization: _____

1. **Does your organization have at least 150 individuals?** YES or NO

1 a. **If yes**, describe your target population (Give specific numbers of people, ethnicities, languages spoken, country of origin, where they generally live in Utah, and how you have already been successfully working with this target population or community). (maximum 1,000 characters):

2. **State your organization's main reasons for applying for this grant.** (maximum 1,000 characters):

3. **Does your organization have a current Certificate of Incorporation issued by the Utah Division of Corporations?** (if yes, scan and attach a copy) **YES or NO**
4. **Does your organization have a current Charitable Organization Permit issued by the Utah Division of Consumer Protection?** (if yes, scan and attach a copy) **YES or NO**
5. **Does your organization have by-laws?** (if yes, scan and attach a copy) **YES or NO**
6. **Is your organization willing to adapt their by-laws as advised by an RSO consultant?**
YES or NO
7. **Does your organization have 5 Board members (including a minimum of 2 women) who are willing to be signatories to this application?** (List them on grant application) **YES or NO**

7 a. **If no**, please explain plans to secure participation of 5 people (including a minimum of 2 women) (maximum 1,000 characters).

8. **Are your Board members willing to attend the following trainings:** **YES or NO**
- Program Development
 - Legal Documents & Purpose of Board
 - Running a Board & Role of Directors/Officers
 - Financial & Computer Literacy
 - Running Successful Workshops

8 a. **If no, please explain** (maximum 1,000 characters)

9. **Are the following requirements acceptable to your Board?**

YES or NO

By agreeing to participate, your organization will be required to follow strict guidelines on the use of State monies. You will be required to hold twelve workshops (4 for youth, 4 for women, and 4 for the general community), which can include community assemblies. You will be required to purchase office equipment and supplies. You will be required to support youth, women, and cultural/ sporting activities. Lastly, you will be required to maintain essential records, to accept technical assistance and to submit to State oversight monitoring.

9 a. **If no, please explain** (maximum 1,000 characters)

10. **Is your organization willing to accept the budgetary restrictions and requirements?** (see Attachment D - Budget)

YES or NO

10 a. **If no, please explain** (maximum 1,000 characters)

11. Please list board members who are willing to serve as officers

Board Members Willing to Serve as Officers				
Name	Male or Female	Address	Phone Number	Email Address
1.				
2.				
3.				
4.				
5.				

12. Does your organization agree to follow the Work Plan below?

YES or NO

Department of Workforce Services – RCBO Level 2 – FY2016

Work Plan

Organization: _____

Definitions:

Project Objectives: These are specific outcomes of what your program will be doing to develop individual and organizational capacity.

Performance Deliverables: Specific steps that will lead to reaching the project objective. Must be measurable and have a timeline.

Process: Activities planned to achieve this objective.

Evaluation: Pieces of information gathered to determine effectiveness of the project.

Objective 1: Organizational & Board Development		
Performance Deliverable	Process	Evaluation
Objective 1: Develop a well-trained Board and effective community volunteers.		
New Officers will attend RSO Board trainings.	Enroll all new Officers in the DWS/SLCC Refugee Nonprofit Management training course.	
At least one community member must be trained as a Victim Advocate.		
Objective 2: Review and revise by-laws and have the Board operate according to the by-laws.		
Reference by-laws at board meetings as needed.	Board members to read by-laws in order to understand governance processes.	RSO staff will attend Board meetings.
Hold elections in accordance with by-laws.	Election results should be recorded and be available to the community upon request.	RSO will observe and facilitate elections.
Objective 3: Provide a minimum of 4 educational workshops, which can include community assemblies.		
Hold 4 educational workshops/community assemblies, one of which must be on domestic violence/sexual assault.	Survey community to determine which of the available workshops meet community needs.	RSO staff will attend at least 2 workshops.
	Make effective announcements about the workshop in advance.	
	Provide transportation and refreshments for participants.	
Objective 4: Learn best practices in holding workshops.		
Officers and Board Members will attend RSO Officer trainings.	Train all Officers on workshop best practices by having them attend the DWS/SLCC Refugee Nonprofit Management training.	RSO staff will attend at least 2 workshops.
	Use the best practices learned in trainings when holding workshops.	RSO weekly or bi-weekly meetings.

Objectives 2 & 3: Establish Youth and Women's Committees and Programming		
Performance Deliverable	Process	Evaluation
Objective 1: Elect community members to Youth and Women's committees via processes outlined in organizational by-laws.		
Call for a community meeting.	Set a time, date and place for the community membership to meet and talk about Youth and Women's Committee elections.	
Hold elections for Youth and Women's committees to be selected from the community.	Follow electoral and formation processes as outlined in the organization's by-laws to select members from the community to sit on Youth and Women's committees.	RSO attendance at elections.
2-3 committee members must attend the RSO program development training.		
Objective 2: Create program proposals and budgets to meet the needs of women and youth in the community.		
Assess the needs of women and youth in the community	Conduct a needs assessment for women and youth to determine what kinds of programs are needed or desired.	Submit needs assessment to RSO staff for evaluation.
Draft program proposal and budget for board approval.	Using information gathered from the needs assessments, identify committee goals and a plan to achieve them through community programming. Draft a budget to outline program spending, including a 10% contingency, and evaluation mechanisms.	Submit program proposal and budget to board for review and approval.
Objective 3: Implement programs and follow evaluation criteria.		
Appoint program managers from committee members.	After program proposals have received board approval, hold discussion and appoint a program manager at the next regularly-held committee meeting.	
Evaluate program according to mechanisms laid out in the project proposal.	Once programs have begun, evaluate progress according to the evaluation plan in the program proposal.	Submit bi-annual program evaluations to the board and RSO staff.
Objective 4: Provide a minimum of 8 educational workshops: 4 for youth and 4 for women.		
Hold 8 educational workshops/community assemblies.	Survey community for workshop selection.	RSO staff will attend 2 workshops.
	Make effective announcements about the workshop in advance of date.	
	Provide transportation and refreshments for participants.	
Objective 5: Prepare final program reports, including evaluation suggestions in next program proposal.		
Prepare a final program report for submission to committees and the board.	Compile all evaluation data and program outcomes in to a final report. Include relevant suggestions in the next program proposal.	Submit final program report to the board and RSO staff.

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

1. **GRANT JURISDICTION:** The laws of the State of Utah shall govern the provisions of this Grant.
2. **CONFLICT OF INTEREST:** GRANTEE certifies, through the execution of the Grant, that no person in its and DWS'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. GRANTEE will not hire or subcontract with any person having such conflicting interest(s).
3. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to GRANTEE for costs authorized by this Grant. These records shall be retained by GRANTEE for at least six years after the Grant terminates or until all audits initiated within the six years have been completed, whichever is later. GRANTEE shall maintain books, records, documents, and other evidence. The GRANTEE agrees to allow State and Federal auditors, and State Agency Staff access to all the records to this agreement for audit, inspection and monitoring of services. Such access shall be during normal business hours or by appointment.
4. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Grant except as authorized by DWS.
5. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct research involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS.
6. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
 - a. Assignment: Notwithstanding DWS'S right to assign the rights or duties hereunder, GRANTEE agrees and understands that this Grant is based on the reputation of GRANTEE, and this Grant may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS'S written consent shall be wholly void.
 - b. Subgrantees/Subcontractors: As used in this Grant, the term "subgrantee" or "subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Grant. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) federal law requires this Grant to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:
 - i. Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant including, but not limited to, the state procurement requirements, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
 - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
7. **MONITORING:**
 - a. DWS shall have the right to monitor GRANTEE'S performance regarding all services purchased under this Grant. Monitoring of GRANTEE'S performance shall be at the

complete discretion of DWS which will include but is not limited to the terms, conditions, attachments, scope of work, performance requirements of this contract and GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

- b. Client or Grantee Staff Satisfaction Surveys: GRANTEE understands that DWS is committed to providing customer-oriented services, and that DWS often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE agrees to cooperate with all DWS-initiated customer feedback.
8. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS'S policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
 9. **GRANT RENEWAL:** Renewal of Grant will be solely at the discretion of DWS.
 10. **RENEGOTIATION OR MODIFICATIONS:** This Grant may be amended, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of the Grant.
 11. **GRANT TERMINATION:**
 - a. **Termination for Cause:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. DWS will give the GRANTEE only one opportunity to correct and cease the violations.
 - b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
 - c. **No-Cause Termination:** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - d. **Fund-Out Termination:** GRANTEE acknowledges that DWS cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and DWS cannot guarantee funding under this Agreement since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Agreement. Therefore, in the event that DWS fails to receive appropriations then DWS may, by giving at least 30 days advance written notice, terminate this Agreement. DWS will reimburse GRANTEE for services performed up through the date of cancellation.
 - e. **Attorneys' Fees and Costs:** If either party seeks to enforce this Agreement upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
 - f. **Remedies for Grantee's Violation:**
 - i. In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.

- ii. GRANTEE acknowledges that if GRANTEE violates the terms of this Agreement, DWS is entitled to avail itself of all available legal, equitable and statutory remedies including, but not limited to, money damages, injunctive relief and debarment as allowed by state and federal law.
- 12. **CITING DWS IN ADVERTISING:** Grantee agrees to give credit to DWS for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for DWS.
- 13. **DRUG-FREE WORKPLACE:** GRANTEE agrees to abide by DWS'S drug-free workplace policies while performing services under this Agreement.
- 14. **BILLINGS AND PAYMENTS:** Payments to Grantee will be made by DWS upon receipt of itemized billing for authorized service(s) provided and supported by information contained in reimbursement forms supplied by DWS. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or they may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS'S fiscal year end. Billings submitted after this date may be denied.

DWS will not allow claims for services furnished by GRANTEE, which are not specifically authorized by this Grant.
- 15. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
- 16. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to the Grant CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Grant and adjust the payments. In Grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. GRANTEE will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to GRANTEE, to DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
- 17. **REDUCTION OF FUNDS:** The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days notice of reduction.
- 18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Grant.
- 19. **LICENSING AND STANDARD COMPLIANCE:** By signing this Grant, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable

standards and ordinances for the duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

20. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
 - b. Equal Opportunity: Section 188 of the Workforce Investment Act of 1998 (WIA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIA Title I-financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - iv. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - c. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of DWS'S Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.
21. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS'S Code of Conduct, Utah Administrative Code, R982-601-101 et seq. GRANTEE agrees that each of its employees or volunteers will receive a copy of the Code of Conduct. A signed statement by each employee or volunteer to this effect must be in employee's/volunteer's file subject to inspection and review by DWS monitors.
22. **SEPARABILITY**: A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.
23. **INDEMNITY**:
- IF THE GRANTEE IS A GOVERNMENTAL AGENCY: Both parties to this Agreement are governmental entities as defined by the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904 (2013). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that it commits or which are committed by its agents,

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

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

24. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with the Generally Accepted Accounting Principles ("GAAP"), issued by the American Institute of Certified Public Accountants; or the "Governmental GASB," issued by the United States Governmental Accounting Standards Board. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis. According to GAAP and Governmental GAAP, the cash method of accounting is not appropriate for governmental entities; the accrual basis and modified accrual basis of accounting are the preferred methods. The GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and Grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this Grant. The GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Grant, it is subject to an assessment for over-payment.

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

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

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

- a. Federal cost principles determine allowable costs in DWS Grants. They can be found in publications by the Federal Office of Management and Budgets ("OMB"). GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For GRANTEE'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

Table 1: Cost Principles

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

a. Compensation for Personal Services - Additional Cost Principles:

In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:

- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
- ii. Employees who are compensated from one or more Grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
- iii. For persons occupying any managerial position (administration or program management), total work time from all work, including outside employment and participation in other entities, must be disclosed. If total work time exceeds 40 hours and the GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS'S Finance-Contracting Division
- iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

- b. Third-Party Reimbursement and Program Income: The GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Grant. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

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

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

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

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

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

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the GRANTEE either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

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

- a. The name of the GRANTEE'S representative who is related to the party to whom the GRANTEE seeks to make payments;
 - b. the name of the other related party;
 - c. the relationship between the individuals identified in "a" and "b" above;
 - d. a description of the transaction in question and the dollar amount involved (if any);
 - e. the decision-making authority of the GRANTEE'S representative and the party identified in "b" above, with respect to the applicable transaction;
 - f. the potential effect of the payment to a related party on this Grant; and
 - g. the measures taken by the GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.
31. **NON-FEDERAL MATCH:** For those Grants requiring a non-federal match, said match shall be:
- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the contracted program objectives.
 - b. Allowable under applicable cost principles.
 - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
 - d. In accordance with the appropriate Federal grant being matched.
- Invoices submitted to DWS should detail the total cost of the Grant program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

32. **REQUIRED INSURANCE:**

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

liability insurance (“malpractice insurance”) shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

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

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

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

Department of Workforce Services – RCBO Level 2 – FY2016
Attachment B: Scope of Work

I. Grantee Responsibilities

The grantee shall be responsible for the following:

A. Activities

The project will focus on three main activities: board and organizational development, development of a youth program, and women's programming.

Activity 1: Organizational Development & Community Education: Organizations should focus on developing an effective Board of Directors. Board composition must include 30% women (minimum two (2) women).

1. Elect three to five (3-5) board members who will serve according to the organization's by-laws.
2. Organize at least 4 educational workshops or community assemblies, 1 of which must be on domestic violence/sexual assault.
3. At least one community member must be trained as a Victim Advocate.
4. Develop effective record keeping procedures.
5. Work with RSO staff to review or revise by-laws.
6. Run board meetings and keep minutes.
7. Adopt and utilize clear, effective by-laws in consultation with RSO.
8. Develop sound financial management policies and procedures.
9. Purchase materials required to run a nonprofit organization as detailed in budget.
10. Develop computer literacy.
11. Board members must attend the annual Nonprofit Management training.

All workshops have six (6) requirements:

1. There must be a sign-in sheet for every class.
2. At least 10 people must complete a participant evaluation of each workshop.
3. The data from the participant evaluations must be summarized in a workshop evaluation summary.
4. Minutes should be kept for every meeting stating the date, place and presenter plus a brief description of the workshop topic.
5. Some pictures should be taken of the event.
6. Participants must sign for any workshop incentive they received.

Activity 2: Youth program: Organizations will use electoral processes outlined in the by-laws to select community members to a youth committee. Committee members will be responsible for developing a program that addresses a particular need(s) in the adolescent population.

The following are mandatory benchmarks that must be met in order to receive continuing funding:

1. Mandatory attendance by 2-3 committee members to the RSO program development training.
2. Complete a targeted needs assessment of 20-30 youth in the community by issuance of the 2nd grant payment on November 1, 2015.
3. Develop a program proposal and budget based on the needs assessment by issuance of 2nd grant payment on November 1, 2015.
4. Submit a program proposal and budget to the board for approval.
5. Utilize participant evaluations to measure the quality and effectiveness of the program.
6. Create a database of program participants that includes demographic information.
7. Submit a report to the board with program statistics and outcomes.

Activity 3: Women's program: Organizations will use electoral processes outlined in the by-laws to select community members to a women's committee. Committee members will be responsible for developing a program that addresses a particular need(s) in the female population.

The following are mandatory benchmarks that must be met in order to receive continuing funding:

1. Mandatory attendance by 2-3 committee members to the RSO program development training.
2. Complete a targeted needs assessment of 20-30 female members in the community by issuance of the 2nd grant payment on November 1, 2015.
3. Develop a program proposal and budget based on the needs assessment by issuance of the 2nd grant payment on November 1, 2015.
4. Submit a program proposal and budget to the board for approval
5. Utilize participant evaluations to measure the quality and effectiveness of the program.
6. Create a database of program participants that includes demographic information.
7. Submit a report to the board with program statistics and outcomes.

B. Payments

Grant payments will be made in three installments, between July and June of each year of the grant. Except for the first payment, DWS will make subsequent payments only upon satisfactory compliance with the contractual terms.

C. Role and responsibilities of the RCBO Board

The Board shall:

1. Ensure that the program is evaluated according to the criteria of the grant.
2. Identify refugees in the community who need help.
3. Ensure that the grant reporting requirements are met.
4. Regularly review and approve financial records in order to ensure that grant funds are properly utilized and accounted for.
5. Be responsible to RSO for the execution of the grant and the accounting of government funding.
6. Ensure that at least one board member is fluent in the language of the refugees in need of services.
7. Sign a Code of Conduct form and Non-Disclosure Agreement form.
8. Maintain and secure client records according to RSO policies.
9. Know about the resources available to refugees in the area and learn how to access them effectively (includes forming constructive relationships with the gatekeepers of such services).
10. Document services provided and act as a resource for volunteers in the refugee community.
11. Represent the needs of the refugee community to outside individuals and organizations.
12. Prepare monthly report and financial ledger for submission to the RCBO and RSO.
13. Board Members must appoint serving Officers who will hold office unless removed for cause.

II. RSO's Responsibilities & Monitoring Expectations

RSO responsibilities will include:

1. Provide technical assistance to Board of Directors on financial management and record keeping.
2. Make payments on a timely basis.
3. Conduct visits to workshops and meetings.
4. Arrange training in all required areas.
5. Weekly or bi-weekly meetings with RSO staff for program and administrative support.
6. Upon request, at least one community town hall meeting will be held with the Director of RSO.

RSO will monitor grantees as follows:

1. Grantees will send the monthly report electronically by the end of each month.
2. Grantees will submit the financial ledger to RSO prior to each grant disbursement. Payments will be issued upon successful demonstration of financial accountability.
3. Site visits to meetings and workshops by the RSO staff will be conducted upon giving notice to the RCBO.
4. RSO will conduct at least two official audits of the RCBO: mid-year and at the end of the grant cycle.

Department of Workforce Services – RCBO Level 2 - FY2016

Attachment C: RFG Evaluation Score Sheet

UPDATED as of 5/7/15

Scoring Criteria

- 0 = Did not respond
- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Very Good
- 5 = Excellent

Organization: _____

Evaluator # _____ **Date:** _____

Minimum Requirements	YES or NO	Actual Points
2014 Tax Returns	YES = 5 NO = 0 N/A = 5	
Current Business Registration	YES = 1 NO = 0	
Current Charitable Permit	YES = 5 NO = 0	
By-laws	YES = 5 NO = 0	
Employer Identification Number	YES = 1 NO = 0	
Organizational & RFG Evaluation Criteria	Possible Points	Actual Points
Question 1: Membership	YES = 5 NO = 0	
Question 1a: Target Population Description	0 – 5	
Question 2: Rationale	0 – 5	
Question 6: By-law Adaptation	YES = 5 NO = 0	
Question 7: Board Members	YES = 5 NO = 0	
Question 7a: Board Member Recruitment Plan	0 – 5	
Question 8: Training	YES = 5 NO = 0	
Question 8a: Explanation for answering No	0 – 5	
Question 9: Requirements Accepted	YES = 5 NO = 0	
Question 9a: Explanation for answering No	0 – 5	
Question 10: Budget	YES = 5 NO = 0	
Question 10a: Explanation for answering No	0 – 5	
Question 11: Agree to Work Plan	YES = 5 NO = 0	
Question 11a: Explanation for answering No	0 – 5	
Code of conduct signed	YES = 1 NO = 0	
Non-Disclosure Agreement signed	YES = 1 NO = 0	
Adherence Letter signed	YES = 1 NO = 0	
Quality of Board Meeting Minutes from last 3 months	0 – 5	
Women/Youth Committees included in the by-laws	0 – 5	
Total Points	100	

Department of Workforce Services – RCBO Level 2 – FY2016
Attachment D: Budget

FY16 Budget: \$12,000

The Level 2 RCBO will receive \$12,000 for Fiscal Year 2016. These funds are to be divided equally amongst the Board, the Youth Program and the Women’s program.

Grant Coordination

Budget: \$1,200 (10% of total budget)

Allowable expenses: stipend for time costs associated with coordinating grant reporting.

Organizational & Board Development

Budget: \$3,600

Mileage (maximum of 2000 miles)

Mileage reimbursement funds may be used by the board and community members alike to transport community members to workshops and meetings.

Educational Workshops/Community Assemblies (Four at \$250 each)

Allowable expenses: refreshments and incentives.

Programs

Allowable expenses: youth, women, alcohol and substance abuse, driver’s education, etc.

Board Meetings

Allowable expenses: refreshments.

Office Supplies & Equipment

Permits & Licenses

Allowable expenses: charitable permit annual fee; business registration renewal; and fees associated with becoming a court registered interpreter.

Youth Program

Budget: \$3,600

Mileage (maximum of 1500 miles)

Mileage reimbursement funds may be used by the board and community members alike to transport community members to workshops and meetings.

Office Supplies and Equipment

Educational Workshops/Assemblies (Four at \$250 each)

Allowable expenses: refreshments and incentives.

Program Coordination Activities (maximum of \$360)

Allowable expenses: stipend for time costs associated with program reporting.

Committee Meetings

Allowable expenses: refreshments.

Youth Program Activities

Allowable expenses:

Sports: equipment, gear, uniforms, fees, water, refreshments.

Cultural: music, dancing, arts, training or equipment.

Women's Program

Budget: \$3,600

Mileage (maximum of 1500)

Mileage reimbursement funds may be used by the board and community members alike to transport community members to workshops and meetings.

Office Supplies and Equipment

Educational Workshops/Assemblies (Four at \$250 each)

Allowable expenses: refreshments and incentives.

Program Coordination Activities (maximum of \$360)

Allowable expenses: stipend for time costs associated with program reporting.

Committee Meetings

Allowable expenses: refreshments.

Women's Program Activities

Attachment E: Letter Documenting Adherence

Date: _____

Dear Refugee Services Office:

The purpose of this letter is to confirm our adherence to the Utah State Capacity Building for Refugee Communities Grant Attachment E: Grant Special Terms and Conditions. This letter constitutes an Adherence Letter as referred to in the Request for Grants. By signing below, the [Organization Name] indicates that the Board Members have read, approved and will strictly adhere to all of the all terms and conditions of the application and the resulting federal and state requirements.

The contact details for purposes of this Adherence Letter are:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail: _____

Signature

Print Name

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

- A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as “Contractors”) must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information. In addition, if the Contractor’s primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.
- B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.
- C. Definitions
- “Confidential information” includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
 - “Direct service” means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).

- "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
- "Minor" means any person under the age of 18.
- "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - provide personal protection;
 - provide necessities such as food, shelter, clothing, or medical or other health care;
 - obtain services necessary for health, safety, or welfare;
 - carry out the activities of daily living;
 - manage the adult's own resources; or
 - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

D. Background checks shall be obtained according the Contractor's qualifications per Utah statute:

- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108(1)(b) and (g) and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority) then the Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification and obtain Utah and fingerprint-based national criminal history record checks through the BCI.
- If the Contractor does not meet the statutory requirements referenced above, then the Contractor shall require their employee/volunteer to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.

- BCI information can be found at <http://publicsafety.utah.gov/bci/>.
- E. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the individual by the Contractor, or otherwise provided for by DWS herein.
- F. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.
- G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:
- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.
- H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:
- Any matters involving an alleged sexual offense.
 - Any matters involving an alleged felony or class "A" misdemeanor drug offense.
 - Any matters involving an alleged "crime against the person" under Utah Code 76- 5-101 et seq.
- I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.

J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

ATTACHMENT _____
CODE OF CONDUCT

****Each Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has interaction with clients must sign this “Code of Conduct” at the beginning of the grant or upon hire. A signed copy of this Code must be in employee’s/volunteer’s file subject to inspection and review by Department.**

The 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.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT H

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee shall instruct all authorized personnel regarding the private nature of the information and that they are subject to State and Federal law penalties for unauthorized disclosure of information.
6. The Contractor/Grantee shall permit DWS or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.
7. The Contractor agrees to hold DWS harmless for any damages arising out of the unauthorized disclosure of confidential or private information from DWS records.

Signature

Date

Print Name