



DEPARTMENT OF
**WORKFORCE
SERVICES**

Request for Grant Applications (RFGA)

Grant Name: Refugee Capacity Building Organizations (RCBO)

Solicitation Number: 25-DWS-S004

Funding Source: State of Utah General Funds

Grant Application and Details: <https://jobs.utah.gov/department/rfg/index.html>

Question Submission Deadline: April 12, 2024 by 5:00pm Mountain Time (MT)

Final Addendum Posted: April 15, 2024 by 5:00pm MT

Due Dates

1. Letter of Intent (RECOMMENDED) Due Date: **April 05, 2024 by 5:00pm MT**
 - Click [here](#) for the Letter of Intent
 2. Application Due Date: **April 20, 2024 by 5:00pm MT**
 - [Appendix A – Grant Application Cover Page](#)
-

Other Important Dates

1. Information Meeting:

RCBO Grant Information Meeting

Monday, April 01, 2024 6:00pm – 8:30pm

Time zone: Mountain Time

Zoom Meeting info

Video call link: <https://bit.ly/2024RCBOGrantInfoMeeting>

2. Questions must be submitted by the Question Submission Deadline.
 - Link to [Questions Submission Form](#)
 - Link to [Question & Answer \(Q&A\) Sheet](#)

3. Anticipated Notice of Award: May/June 2024

4. **Grant Period of Performance:** July 01, 2024 – June 30, 2026
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jobs.utah.gov

Background

The Department of Workforce Services (DWS) will fund a two-year grant to Refugee Capacity Building Organizations (RCBOs) to build their capacity and ability to assist refugee communities. This Request for Grant Applications (RFGA) is funded by the State of Utah General Funds and is administered through DWS's Refugee Services Office (RSO). The title of this grant is the Refugee Capacity Building Organizations Grant 2024-2026. This grant will be referred to as the RCBO Grant. The period of performance for the proposed Agreement is July 01, 2024 – June 30, 2026.

Description of Grant

DWS is requesting grant applications from refugee-led organizations to provide programming that supports the organization's efforts toward building its capacity and ability to assist refugee community members with integration into the United States. Organizations may apply to provide a program service or services that will positively impact the organization and the lives of refugees. Program services should be developed based on the needs of the refugee community, as well as fulfilling predetermined outcome requirements provided by DWS.

Minimum Requirements

1. The organization must be a refugee-led organization whose primary focus is to serve the Cache County, Weber County, Salt Lake County, Davis County, and Utah County refugee communities.
2. At least 51% of board members should be a refugee, parolee, former refugee, or former parolee (see the attached *Board of Directors* document).
3. The organization must ensure that all refugee populations are allowed access to RCBO programming. No refugee population, community, ethnic group, or individual may be excluded. However, programming may specifically target women, youth, elderly, or other segments of the population.
4. The organization must acquire an Employer Identification Number (EIN) from the Internal Revenue Service (IRS), if not previously acquired. Only one application will be accepted per EIN.
5. The organization must be a registered non-profit organization. Organizations must upload the organization's Articles of Incorporation. Level III organizations must also upload the organization's 501(c)(3) letter by the start date of the Agreement.
6. The organization must be registered through the State of Utah Department of Commerce, Division of Corporations and Commercial Code.
7. The organization must provide a completed application. Incomplete or late applications may not be considered.

8. The organization must provide a list of community members demonstrating their support and agreement with proposed program topics. These names may be collected via a community town-hall style meeting or through individual conversations with community members. The minimum number of community member names required varies by level:
 - Level I - 20 unique individuals
 - Level II - 30 unique individuals
 - Level III - 40 unique individuals(See the attached *RCBO List of Program Supporters* template).
9. Organizations must review the attached *Scope of Work* document for detailed grant requirements.
10. Organizations previously receiving funding from DWS must be in good standing to be considered for funding (e.g. timely communication with DWS, on track to meet proposed outcomes, or any other requirements listed in the organization's agreement with DWS).
11. Organizations that have been awarded \$20,000 or more from DWS since October 01, 2023 are ineligible for this grant.
12. Awarded organizations will be required to disclose other state funding the organization is currently receiving. A form will be given to awarded organizations for completion prior to contract signing.

Program Services

Awarded organizations will be required to provide at least **one** of the following primary program services:

- English Language Learning
- Employment Training and Referrals
- Youth Development
- Computer and Technology Training
- Social Services
- Life Skills

Organizations will also have the option to add additional services to the above primary program services to increase participation and encourage an enthusiastic and engaged community. Additional services may include

- Recreational Activities
- Home Visits
- Cultural Preservation
- Board Development
- Cultural and Community Events

- Community Organizing and Engagement

Organizations may choose to provide additional optional services not detailed above but may only do so with DWS approval.

Organization Levels

Funding is allocated based on one of three organization levels. These levels are meant to build upon each other and prepare organizations to handle more funding as they continue to apply for this grant. Therefore, organizations that have never been awarded DWS funding should apply for Level I. A detailed explanation of the three levels is listed below:

Level I: This level is intended for new organizations, organizations with minimal structure, or organizations that want to apply for only one program service. An organization may only be awarded Level I funding for a maximum of six years. An organization may be eligible to reset the time limit if the organization undergoes considerable structural changes, as determined by DWS.

Level I Funding: Up to \$7,500 in total funding (per year).

Level II: This level is intended for organizations with a history of meeting performance standards for prior Level I or Level II RCBO grants, or organizations that have been determined eligible for Level II by DWS based on the Evaluation Score Sheet. Level II organizations must provide at least two of the required program services. Organizations with multiple programs must have separate program coordinators for each category. An organization may only be awarded Level II funding for a maximum of six years.

Level II Funding: Up to \$15,000 in total funding (per year).

Level III: This level requires an existing 501(c)(3) organization. It is intended for organizations with a history of meeting performance standards for prior Level III RCBO grants, or organizations that have been determined eligible for Level III RCBO grants by DWS based on the attached *RCBO Evaluation Score Sheet*.

Programs must be provided for two or three program categories. Organizations with multiple programs must have separate program coordinators for each category. An organization may only be awarded Level III funding for a maximum of six years. Funding beyond six years may be approved at the discretion of DWS.

Level III Funding: Up to \$30,000 in total funding (per year).

Organizations shall choose the appropriate application level based on the instructions below:

- All first-time applications must apply for Level I, unless otherwise granted permission by DWS in writing.
- For previously funded organizations, DWS may communicate the appropriate level based on the attached *RCBO Evaluation Score Sheet* if DWS feels a different level would be more appropriate for the organization.

Priority Points

During the evaluation process, the following priority points will be given:

- **Three points** to “early bird” applications. Early bird applications are all applications that are submitted in its entirety by April 17th, 2024 at 8:00pm.
- **Five points** to organizations with board members represented from countries not served by other organizations applying for this grant.

Other Information and Requirements

1. The grant is funded by the State of Utah General Funds.
2. **Either party may elect to terminate the grant at any time.**
3. Funding availability for this grant is determined on a yearly basis and may affect grant status. Funding amounts can vary per year, including total grant funds and individual grant awards.
4. Funds must be utilized within the grant period of performance.
5. July 01, 2024 – August 01, 2024 must be reserved for grantee administrative responsibilities (no programming scheduled) unless otherwise given permission by DWS.
6. Funding shall be distributed during the grant period of performance in four allotments (every six months). The first three payments shall be provided upfront, and the majority of the fourth payment will be provided upfront. The remaining portion of the fourth and final payment shall be reimbursed upon completion of all grant requirements.
7. Fundraising is required for all awarded organizations to attempt to increase the organization’s capacity to serve the refugee community.
 - a. Level I organizations will be required to raise at least 5% of the total amount of funds awarded for this grant.
 - b. Level II and Level III organizations will be required to raise at least 10% of the total amount of funds awarded for this grant.
8. Level II and Level III organizations will be required to apply for other grants during the contract period of performance.
 - a. Level I organizations are exempt from this requirement.
 - b. Level II organizations must apply for at least two other grants.
 - c. Level III organizations must apply for at least three other grants.

9. Organizations shall remain within budget constraints detailed in the attached *Budget Narrative* appendix.
10. Organizations shall provide documentation (i.e. receipts, invoices) for all expenses.
 - a. **Expenditures that do not have an invoice or acceptable receipt cannot be included.**
 - b. **Unspent funds or funds improperly accounted for must be returned to DWS by the deadline provided by DWS.**

Budget

1. Total administrative costs (direct and indirect) must not exceed 10% of the total budget.
2. Total costs for food must not exceed 5% of the total budget.

Expected Measurements and Outcomes

1. Programs must track data to demonstrate outcomes and outputs of funded services.
2. Expected outcomes and outputs will fall into the following categories (see the attached *Reporting and Outcomes* document for more details):
 - a. Organizational Capacity
 - b. Education and Skills
 - c. Integration
3. Additional outcomes, goals, and baseline data may be added to the Grant, based on applications and negotiated services as outlined in the attached *Reporting and Outcomes* document.
4. Outcomes and outputs must be tracked using Google Sheets, as provided by DWS.
5. Outcomes proposed in the application are taken into consideration during the competitive process. Outcomes should be reasonable and achievable based on the programming and population the organization proposes to serve.

Evaluation and Award

1. Grant applications shall be evaluated on a competitive basis.
2. Organizations must be available for questions or clarification during the grant review period (April – June 2024). The organization must provide a single point of contact with whom DWS will communicate.
3. Applicants must be available for presentations upon request and shall be given no less than ten business days to prepare for requested presentations.
4. Applications scoring below the following thresholds may not be considered.
 - a. Level I – 55 points

- b. Level II – 65 points
- c. Level III – 75 points
- 6. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
- 7. **Organizations may be awarded partial grants, as determined by DWS.**
- 8. Grants shall be awarded based on demonstrated needs, quality of the program, and the population served.
- 9. Awards shall be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
- 10. Successful grant applications shall be open to public inspection after the grant is awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application shall be public unless applicant requests via email that trade secrets or proprietary data be protected. This “Claim of Business Confidentiality” must be emailed to kaugustin@utah.gov or gguet@utah.gov prior to submitting the grant application.

Questions

1. Questions and requests for clarification or interpretation of any section of this RFGA must be submitted through the questions submission form before the question submission deadline. Applicants should periodically check for answered questions and addenda before the closing date.

How to Apply

1. By submitting an application to this RFGA, the Applicant acknowledges and agrees that the requirements, Scope of Work, outcome expectations, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed within the Q&A period. The Applicant further acknowledges that it has read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.
2. Applicant must use the forms found at <https://jobs.utah.gov/department/rfg/index.html> to submit an application.
 - a. Select “Refugee Grants.”
 - b. On the “Application” tab, you will find the necessary links to apply for the grant.
3. The documents listed below will be attached to and submitted with *Appendix A – Grant Application Cover Page*.
 - a. Include *Appendix B – Program Narrative*.

- b. Include *Appendix C – Budget Narrative*.
 - c. Include *Appendix D – List of RCBO Program Supporters*.
 - d. Include *Appendix E – Board of Directors*.
 - e. Include the organization’s Articles of Incorporation with the application.
 - f. Level III organizations will also be required to include the organization’s 501(c)(3) letter with application.
 - g. For organizations **not** using a social security number for the organization, please provide the organization’s W-9 Form *Request for Taxpayer Identification Number and Certification*.
4. At the request of the organization, DWS may offer technical support in submitting the application.
 5. Applicant must bear the cost of preparing and submitting the application.
 6. Application should be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness.
 7. Failure to comply with any part of the RFGA may result in disqualification of the application.
 8. Application may not be mailed, emailed, or faxed.
 9. 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.
 10. DWS may request the correction of any application omissions during the review period. Applicant must respond within the time period provided in the request.

Scope of Work

The proposed *Scope of Work* is attached to this RFGA. Applicants must review the Scope of Work before submitting their application.

Post Award Document Requirements

The following documents may be required after notification the grant award is received and prior to the execution of the grant agreement:

1. Insurance Certificate (see the attached *DWS Grant Terms and Conditions* document).

Resources

Resource I – RCBO Evaluation Score Sheet

Appendices

Appendix A – Grant Application Cover Page

Appendix B – Program Narrative

Appendix C – Budget Narrative
Appendix D – List of RCBO Program Supporters
Appendix E – Board of Directors

Attachments

Attachment A: DWS Grant Terms and Conditions
Attachment B: Scope of Work
Attachment C: Non-Disclosure Agreement
Attachment D: Code of Conduct
Attachment E: Background Check Requirements
Attachment F: Volunteer Transportation Oversight Process
Attachment G: Volunteer Automobile Insurance Expectations
Attachment H: Utah Refugee Center (URC) Community Usage Rules
Attachment I: Mileage Reimbursement Form
Attachment J: Reporting and Outcomes
Attachment K: Acknowledgement of Termination

Contacts

1. Gachi Guet, Contract Owner: gguet@utah.gov
2. Kevin Augustin, Contract Analyst: kaugustin@utah.gov

SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Vendor Number
<input type="checkbox"/>	Letter of Intent, due at the date and time specified on the cover page

Application Checklist	
<input type="checkbox"/>	Appendix A – Grant Application Cover Page
<input type="checkbox"/>	Appendix B – Program Narrative
<input type="checkbox"/>	Appendix C – Budget Narrative
<input type="checkbox"/>	Appendix D – List of RCBO Program Supporters
<input type="checkbox"/>	Appendix E – Board of Directors
<input type="checkbox"/>	<u>Articles of Incorporation</u>
<input type="checkbox"/>	501(c)(3) Letter – (Level III Only)
<input type="checkbox"/>	Form W-9 Request for Taxpayer Identification Number Certification (For organizations not using a social security number for the organization)

Resource I RCBO Evaluation Score Sheet

Score will be assigned as follows:

Date: _____

Level # _____

Application #: _____

Evaluator #: _____



- 0 = Failure, no response.**
- 1 = Poor, inadequate, or incomplete response.**
- 2 = Answers question but fails to expound when necessary.**
- 3 = Meets minimum criteria and provides some detail but lacks depth.**
- 4 = Answers are well thought out and well written while providing a clear response to the question.**
- 5 = Answers are thorough and addresses all aspects of the question. The reader is left with little to no lingering questions based on the response provided.**

Instructions: Evaluate how well the applicant responded to the criteria listed below. Scores range from a low of zero to a high of five points. The maximum points possible for this application is 110. Application levels have different scoring thresholds for level I, level II, and level III funding. Applications scoring below 55, 65, and 75 points respectively may not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
PROGRAM NARRATIVE				
COMMUNITY NEED: (15 points possible)				
1. What is the need within the community? How does the organization know this is a need? How does this need impact families/individuals in the community? How many people are affected? - <i>The application clearly describes a real need within the community and demonstrates the organization's knowledge of the need. The need clearly impacts families/individuals in a significant way.</i>		X2		10 points possible
2. Are other organizations already addressing this need? If so, why is the organization's program necessary? If the organization has addressed this need in the past, why is the program still necessary? - <i>The application clearly justifies the need for the organization's specific program(s). The organization provides clear reasoning as to why the program is necessary.</i>		X1		5 points possible

TARGET POPULATION: (15 points possible)				
3. What is the target population? (e.g. 12-18 year olds in the Burundi community; Swahili-speaking single parents; senior refugees in South Salt Lake). Be sure to state the country of origin of the target population.		X1		5 points possible
4. How has the organization worked with this target population in the past? For how long? - <i>The organization shows meaningful experience working with the target population.</i>		X1		5 points possible
5. How does the organization plan on recruiting the target population? How will the organization ensure the target population continually participates in the program(s)? - <i>The organization's recruiting plan is well thought out and gives the reader confidence that the target population will continually participate in the program(s) provided.</i>		X1		5 points possible
PROGRAM DESCRIPTION: (40 points possible)				
6. Describe the program(s). Describe how the provided service(s) will address the need. - <i>The description of the program service(s) is detailed, persuasive, and likely to make an impact.</i>		X2		10 points possible
7. How will the service(s) be delivered (e.g. workshops, one-on-one appointments, case management)? How often will the service(s) be delivered? - <i>The description shows that the program(s) will operate in an organized and efficient manner. The reader gets a clear understanding of the timeline for delivered services.</i>		X2		10 points possible
8. What challenges might the organization face while implementing the program(s)? (e.g. transportation, language, technology, childcare, recruitment). How does the organization plan on overcoming each of these challenges? - <i>The organization has demonstrated that they have thoroughly thought out potential challenges that could hinder the implementation of their program(s) and have a robust plan on overcoming each potential challenge.</i>		X2		10 points possible
9. What resources and partnerships does the organization plan to use to support this program? How will these resources and partnerships support this program? - <i>The organization has listed relevant resources and partnerships that will meaningfully support the program(s).</i>		X2		10 points possible
GOALS AND OUTCOMES: (10 points possible)				
10. Program Goals and Outcomes – List the topics that the program(s) will cover. What will the organization accomplish? Based off the program topics, what result(s) will indicate the organization has accomplished its goal(s)? - <i>The organization portrays SMART goals: Specific, Measurable, Attainable, Relevant, and Timely.</i>		X2		10 points possible
11. Were all prompts in the narrative answered?	Yes/No	X2		2 points possible

BUDGET NARRATIVE				
BUDGET NARRATIVE: (20 points possible)				
12. The budget is clearly justified through a detailed cost breakdown for each line item. <ul style="list-style-type: none"> Example: total program salary for a program facilitator = (hourly rate) x (hours per program session) x (number of program sessions taught). 		X2		10 points possible
13. Budgeted costs are logical and relevant to the proposed program(s).		X1		5 points possible
14. Budgeted funding is reasonable based on the amount of programming/services proposed.		X1		5 points possible
PRIORITY POINTS (8 points possible)				
15. "Early bird" applications. Early bird applications are all applications that are submitted in their entirety by April 10, 2024 at 11:59pm.	Yes/No	X3		3 points possible
16. Organizations with board members represented from countries not served by other organizations applying for this grant.	Yes/No	X5		5 points possible
TOTAL EVALUATION POINTS				
	-	Total	-	110 points possible

Appendix A
Grant Application Cover Page
 Department of Workforce Services
 Refugee Capacity Building Organizations 2024-2026
 Solicitation #25-DWS-S004

ORGANIZATION

Organization: _____

EIN #: _____ Vendor Number _____

Total Grant Funds Requested in this application: \$ _____ (This must match the **Total Expenses for Categories I, II, and III** in *Appendix C – Budget Narrative*).

Check the level the program proposes to offer: Level One Level Two Level Three

Contact

List the information for the person in charge of overseeing communication with DWS for this grant.

Name: _____ Position: _____

Telephone: _____ Email: _____

List the information for the person in charge of signing the final contract with DWS if awarded.

Signer Name: _____ Signer Position: _____

Telephone: _____ Email: _____

**By completing and submitting this application, the applicant has verified that all information provided in this grant application is complete and accurate.*

REQUIRED DOCUMENTS TO ATTACH

_____ APPENDIX B: PROGRAM NARRATIVE

_____ APPENDIX C: BUDGET NARRATIVE

_____ APPENDIX D: LIST OF RCBO PROGRAM SUPPORTERS

_____ APPENDIX E: BOARD OF DIRECTORS

_____ ARTICLES OF INCORPORATION

_____ 501(c)(3) (*ONLY REQUIRED FOR LEVEL III APPLICATIONS)

_____ FOR ORGANIZATIONS **NOT** USING A SOCIAL SECURITY NUMBER FOR THE ORGANIZATION, PLEASE PROVIDE THE ORGANIZATION'S **W-9 FORM REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

Appendix B

Program Narrative

Department of Workforce Services (DWS)

Refugee Capacity-Building Organizations (RCBO) 2024-2026

(Be sure to provide a detailed description of each program the organization will be providing)

Organization:

Level: Level I Level II Level III

How many programs will the organization provide: 1 2 3

Program Services - Please select the service(s) that will be provided under this grant
Check the box(es) that apply for the proposed program(s):

Which service(s) will the organization provide:

Programs:

- English Language Learning
- Employment Training and Referrals
- Youth Development
- Computer and Technology Training
- Social Services
- Life Skills (*examples: Driver's License Training, Parenting, Nutrition*)

Additional Services

(If any)

- Recreational Activities (*Sports, Dance, Yoga*)
- Home Visits
- Cultural Preservation
- Board Development
- Cultural and/or Community Events
- Community Organizing and Engagement

Answer the following questions about the program(s) the organizations will provide.

Directions: Narrative must be in the default size, font, and spacing provided. Additional narrative attachments are not allowed.

COMMUNITY NEED

1. What is the need within the community? How does the organization know this is a need? How does this need impact families/individuals in the community? How many people are affected?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

2. Are other organizations already addressing this need? If so, why is the organization's program necessary? If the organization has addressed this need in the past, why is the program still necessary?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

Target Population

3. What is the target population? (e.g. 12-18 year olds in the Burundi community; Swahili-speaking single parents; senior refugees in South Salt Lake). Be sure to state the country of origin of the target population.

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

4. How has the organization worked with this target population in the past? For how long?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

5. How does the organization plan on recruiting the target population? How will the organization ensure the target population continually participates in the program(s)?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

Program Description

6. Describe the program(s). Describe how the provided service(s) will address the need.

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

7. How will the service(s) be delivered (e.g. workshops, one-on-one appointments, case management)? How often will the service(s) be delivered?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

8. What challenges might the organization face while implementing the program(s)? (e.g. transportation, language, technology, childcare, recruitment). How does the organization plan on overcoming each of these challenges?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

9. What resources and partnerships does the organization plan to use to support this program? How will these resources and partnerships support this program?

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

PROGRAM COORDINATOR

List information for the person(s) in charge of running this program.

Service	Name	Phone Number	Email Address

Continue scrolling to Goals and Outcomes

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

Goals and Outcomes

NOTE: Provide information for each program.

Describe the goals and outcomes for the program(s).

10. Program Goals and Outcomes

List the topics that the program(s) will cover.

(Examples: Mental Health, Family Budgeting, etc.)

What will the organization accomplish?

(Example: Reduce high school dropouts; encourage higher education)

Based off the program topics, what result(s) will indicate the organization has accomplished its goal(s)?

(Example:
1. 10 participants applied and approved for scholarships by July 2026.
2. 5 participants accepted to college by the end of the contract.
3. 60% of unemployed participants get a job with nine months.
)

Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

	<p>Example - Fillable form found at https://jobs.utah.gov/department/rfg/refugee.html</p>
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Total Number of Workshops	
Where will the workshops take place?	
Number of Participants per Workshop	

You have reached the end of this narrative.

Example - Fillable form found at <https://jobs.utah.gov/department/fg/refugee.html>

**Appendix C
Budget Narrative**

Department of Workforce Services - Refugee Capacity Building Grant

July 1, 2024 - June 30, 2025

Year 1

Please itemize, detail, and describe each line item for the funding period requested in the Budget Detail Form. You may expand the cells as necessary to provide data. **INCLUDE THE MATCH FUNDS.**

Organization:					
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested				Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Other Administrative Costs (Example: Electricity, Internet, computer maintenance services, etc.)					
Total Category II Direct Administrative Expenses					\$0
Category III Direct Program Expenses	Itemized Details of Organizational Expenses <small>(Example: Insurance, background checks, office supplies)</small> <small>(Leave blank if not applicable)</small>	<small>(Required for Levels I, II, & III)</small> Itemized Details of Expenses	<small>(Levels II & III only: Required)</small> Itemized Details of Expenses	<small>(Levels II & III only: required if applicable)</small> Itemized Details of Expenses	Grant Funds Requested \$
		Program 1	Program 2	Program 3	
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Travel/Transportation (Example: \$315 for mileage reimbursement at \$0.56 per mile)					
3. Space Costs					
4. Supplies					
5. Food (Note: total food costs must not exceed 5% of the total budget)					
6. Organizational and Staff Development (Example: Licensing fees, background checks)					
7. Conferences/Workshops					
8. Insurance					
9. Professional Fees/Contract Services (Example: Childcare Interpreters)					
10. Incentives (Note: total incentive costs must not exceed 5% of the total budget)					
Total Category III Direct Program Expenses					\$0
Total Expenses Category II and III					\$0

Example - Fillable form found at <https://jobs.utah.gov/department/rig/refugee.html>

Continue to Year 2

Appendix C

Department of Workforce Services - Refugee Capacity Building Grant
July 1, 2025 - June 30, 2026

Year 2

Please itemize, detail, and describe each line item for the funding period requested in the Budget Detail Form. You may expand the cells as necessary to provide data. **INCLUDE THE MATCH FUNDS.**

Organization:					
Category II Direct Administrative Expenses	Itemized Details of Total DWS Grant Funds Requested				Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Other Administrative Costs (Example: Electricity, Internet, computer maintenance services, etc.)					
Total Category II Direct Administrative Expenses					\$0
Category III Direct Program Expenses	Itemized Details of Organizational Expenses <small>(Example: Insurance, background checks, office supplies)</small> <small>(Leave blank if not applicable)</small>	<small>(Required for Levels I, II, & III)</small> Itemized Details of Expenses Program 1	<small>(Levels II & III only: Required)</small> Itemized Details of Expenses Program 2	<small>(Level II only: required if applicable)</small> Itemized Details of Expenses Program 3	Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Travel/Transportation (Example: \$315 for mileage reimbursement at \$0.56 per mile)					
3. Space Costs					
4. Supplies					
5. Food (Note: total food costs must not exceed 5% of the total budget)					
6. Organizational and Staff Development (Example: Licensing fees, background checks)					
7. Conferences/Workshops					
8. Insurance					
9. Professional Fees/Contract Services (Example: Child care, interpreters)					
10. Incentives (Note: total incentive costs must not exceed 5% of the total budget)					
Total Category III Direct Program Expenses					\$0
Total Expenses Category II and III					\$0

Example - Fillable form found at <https://jobs.utah.gov/department/fg/refugee.html>

Appendix D
List of RCBO Program Supporters
 (Community members who will support the proposed program)
 Level I - (at least) 20 unique individuals
 Level II - (at least) 30 unique individuals
 Level III - (at least) 40 unique individuals

No.	Name	Phone Number	Email
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Example - Fillable form found at <https://jobs.utah.gov/department/rfg/refugee.html>

Appendix E

Board of Directors

BOARD OF DIRECTORS

Is over half of your board comprised of refugees, parolees, former refugees, or former parolees?

- Yes
 No

(You may have fewer or more board members than what is provided here)

Name	Position on the Board	Country of Origin	Refugee or Former Refugee? (check)	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

Example - Fillable form found at <https://jobs.utah.gov/department/hr/refugee.html>

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

1. DEFINITIONS:

- a. **"Agreement Signature Pages"** means the State cover pages that DWS and Grantee sign.
- b. **"Agreement"** means the Agreement, Signature Pages, attachments, and documents incorporated by reference.
- c. **"Confidential Information"** means information that is classified as Private or Protected, or otherwise deemed non-public under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. DWS reserves the right to identify, during and after this Agreement, additional information categories that must be kept confidential under federal and state law.
- d. **"Goods and Services"** means goods including, but not limited to, any deliverables, supplies, equipment, or commodities, and services including, but not limited to the furnishing of labor, time, and effort by Grantee pursuant to this Agreement and professional services required in accordance with this Contract.
- e. **"GRANTEE"** means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners, as well as sub-recipients and loan recipients.
- f. **"Proposal"** means Grantee's response to DWS's Solicitation.
- g. **"Solicitation"** means the documents and process used by the State Entity to obtain Grantee's Proposal.
- h. **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- i. **"Subcontractor/Subgrantee"** means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- j. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.

2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. CONFLICT OF INTEREST:

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

4. **PROCUREMENT ETHICS:** Grantee certifies that it has not offered or given any gift or compensation prohibited by the laws, Executive Orders, or policies of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with

respect to being awarded this Agreement. Grantee shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Agreement.

5. **RELATED PARTIES:**

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
 - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
 - ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
 - i. Require GRANTEE to undertake competitive bidding for the goods or services,
 - ii. Require satisfactory cost justification prior to payment, or
 - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
 - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
 - ii. the name of the other related party;
 - iii. the relationship between the individuals identified in "i" and "ii" above;
 - iv. a description of the transaction in question and the dollar amount involved;
 - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
 - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
 - vii. the potential effect on this Agreement if the payment to the related party is made; and
 - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

6. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE'S performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, volunteers, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE'S liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.

7. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE'S liability, such limitations of liability will not apply to this section.

8. **OWNERSHIP IN INTELLECTUAL PROPERTY:**
 - a. DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
 - b. Grantee warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. Grantee will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.
9. **STANDARD OF CARE:** Grantee and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.
10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in this Agreement.
11. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
12. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
13. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.
14. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
 - b. If GRANTEE enters into subcontracts the following provisions apply:
 - i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
 - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).
15. **INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

16. MONITORING:

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

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

18. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given to the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies herein. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given to the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days' written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
 - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
19. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the GRANTEE, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
 20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities but not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
 21. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
 22. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
 23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
 24. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** GRANTEE agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.
 25. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
 26. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
 27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges

that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee 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 may otherwise have.

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
29. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.
30. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
 - a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
 - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
 - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.

- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
 - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 31. **WORK ON STATE OF UTAH PREMISES**: GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 32. **WORKFORCE SERVICES JOB LISTING**: GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 33. **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.
- 34. **GRIEVANCE PROCEDURE**: GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.
- 35. **PROTECTION AND USE OF CLIENT RECORDS**: Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
- 36. **RECORDS ADMINISTRATION**: GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.
- 37. **PUBLIC INFORMATION**: GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under

GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.

38. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
 - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
 - c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
 - d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
 - e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.
39. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
41. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and

satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

42. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE’S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
44. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days’ notice of reduction.
45. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS’s right to terminate this Agreement.
46. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity’s accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.
47. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**
 - a. Federal cost principles determine allowable costs in DWS grants. GRANTEE may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
 - b. Compliance with Federal Cost Principles: For GRANTEE’S convenience, DWS provides Table 1 below, “Cost Principles,” as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and GRANTEE understands that it is obligated to seek independent legal 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	

- c. Compensation for Personal Services - Additional Cost Principles:
 In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
 - iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
48. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
49. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
50. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - b. Allowable under applicable cost principles.
 - c. Not paid by the Federal Government under another award except where authorized by Federal statute.
 - d. In accordance with the appropriate Federal grant being matched.
 - e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
51. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
52. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
53. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature

Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

54. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
55. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
56. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
57. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
58. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102 and 63G-27-201, if applicable, GRANTEE certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. GRANTEE also agrees not to engage in either boycott for the duration of this Agreement. If GRANTEE does engage in such a boycott, it shall immediately provide written notification to DWS.

Attachment B

SCOPE OF WORK

Department of Workforce Services
Refugee Capacity Building Organizations

I. Purpose/Background

The Refugee Services Office (RSO) in the Department of Workforce Services (DWS) utilizes State of Utah General Funds and other funds for Refugee Capacity-Building Organizations (RCBOs) to provide programming which supports the organization's efforts toward building its capacity and ability to assist refugee community members with integration in the United States, improving well-being and financial capability, and reducing at-risk behaviors.

II. Contractor Responsibilities

A. Program Services

1. Grantee shall:

- a. Provide services in the category or categories marked below:
 - English Language Learning
 - Employment Training and Referrals
 - Youth Development
 - Computer and Technology Training
 - Social Services
 - Life Skills (examples: Driver's License Training, Parenting, and Nutrition)
- b. Provide additional services, in addition to the category or categories above:
 - Recreational Activities (examples: Sports, Dance, and Yoga)
 - Home Visits
 - Cultural Preservation
 - Board Development
 - Cultural or Community Events
 - Community Organizing and Engagement
- c. Work closely with DWS, refugee communities, and general service providers to develop the well-being and financial capacity of refugees in their community, as well as reduce at-risk behaviors.
- d. Partner with outside organizations to support programming, training classes, resources, and referrals as needed.
- e. Ensure that all refugee populations may be included in the programming. No refugee population, community, ethnic group, or individual may be excluded. However, programming may specifically target women, youth, the elderly, or other segments of the population.
- f. Adhere to the DWS approved budget set forth in the attached Budget Narrative and Itemization Form.

B. Capacity Building

1. Grantee Shall:

- a. Participate in Capacity Building Planning meetings to assess the capacity of the community through the Organizational Capacity Assessment Tool, provided by DWS. This assessment will include the

measurement of at least six different areas to demonstrate increases in capacity in the organization.

1) Meet goal(s) as developed during the Organizational Capacity Assessment process.

- b. Provide a copy of the organization's bylaws to RSO to monitor adherence to bylaws and aid in bylaw development as need.
- c. Develop the board and organizational capacity to enhance the organization's ability to assist needy families within the community.

C. Other Requirements

1. Grantee Shall:

- a. Refer community leaders and members to the Utah Refugee Center for training classes, events, and services as Grantee sees fit.
 - b. Refer at least one candidate from organizational leadership or another community member to participate in the annual Adult Leadership Program provided by RSO (as available).
 - c. If the organization is specifically targeting youth, refer at least one candidate to participate in the annual Youth Leadership event AND at least one candidate to the Girls Lobby Programs provided by RSO (as available).
 - d. Invite RSO manager(s) to attend at least one community meeting or workshop per term (as available).
 - e. Provide DWS with a primary organizational contact to connect with new refugee arrivals.
 - f. Work with DWS to **promptly** answer any questions, resolve issues, and schedule meetings.
 - g. Organizations must designate a primary point of contact for the duration of the grant. The point of contact is required to have knowledge of Google Sheets and is expected to communicate regularly with RSO.
 - h. Follow the attached Volunteer Transportation Oversight Process when volunteers are providing transportation to participants for program events or services.
 - i. Provide age appropriate participants with a Job Seeker Quick Start Card (provided by DWS).
2. Post employment opportunities with DWS during the grant period.
3. Comply with all required initial documentation (including, but not limited to non-disclosure agreement, code of conduct, background check, bylaw provision, articles of incorporation, organizational insurance, financial invoice, pre/post test creation) along with an initial monitoring session with RSO within two months (60 days) of the start of the grant term (unless an earlier deadline is listed for any of the individual pieces with the contract). **Noncompliant organizations may have their contracts terminated.**

CI. Utah Refugee Center (URC)

- 1. Space at the URC may be used for programming.
- 2. Scheduling is limited and is based on availability. Scheduling in advance is recommended.
- 3. To schedule space, see the attached URC Community Usage Rules.

4. The attached URC Community Usage Rules must be signed and returned to the Refugee Programming Coordinator prior to the use of the space.
- E. Grant Orientation and Meetings
1. Grantee shall:
 - a. Require a grant representative to attend a grant orientation (TBA).
 - 1) Grantees will receive training on grant requirements and reporting.
 - b. Ensure a financial representative attends a financial orientation (TBA).
 - c. Attend meetings with RSO (TBA).
 - 1) Four monitoring meetings throughout the grant period.
 - 2) Four group training meetings on organizational development.
 - 3) Meetings, as required, to perform the Organizational Capacity Assessment and to establish and follow-up on the Capacity Building Plan.
 - 4) RSO refugee leaders dialogue quarterly meetings.
- F. Reporting
1. Grantee shall:
 - a. Utilize Google Sheets to enter outcome data including:
 - 1) The date and place where workshops, training, services, and meetings are conducted.
 - 2) Participant name and attendance.
 - 3) Volunteer and paid staff attendance, time, and date.
 - 4) Photos of events (upload to Google Drive on a regular basis).
 - b. Update Ledger, Attendance and all applicable tabs in the Google Data Tracker within seven days of the transaction or the event.
 - c. For programs structured as a series: Complete pretests during the first workshop or training. The same test must be completed at the last workshop or training.
 - d. Record referrals on Google Sheets, including the name of the individual referred, the date, and where the individual was referred.
 - e. Track the following on Google Sheets through existing spreadsheets or uploads:
 - 1) Additional services provided, including the date and participant name, staff and volunteer attendance.
 - 2) Measurements, outcomes, and outputs according to the attached Reporting and Outcomes document.
 - f. Information obtained under this Grant shall only be used to support the valid administrative needs of the agencies and shall not be disclosed for any purpose other than those specifically authorized by this Grant.
 - g. Assist in the facilitation of post-program participant surveys provided by DWS.
- G. Invoicing
1. Grantee shall:
 - a. Utilize the Google Sheets ledger provided by DWS to document all expenditures.
 - b. Update the ledger a minimum of monthly, or within 7 days of the transaction.

- c. Record the date, number of hours worked, and description of work accomplished for each volunteer and paid staff member who provides program services and support.
 - d. Complete invoice forms provided or approved by DWS, for each expenditure and obtain signatures by the designated program coordinator and one board member for each invoice.
 - e. Maintain a copy of all checks or receipts for all expenses associated with the program.
 - 1) **Any individual receiving payment or incentive for program services must sign a receipt which includes the date and amount of funds received.**
 - 2) Expenditures that do not have an invoice and an acceptable receipt cannot be included.
 - f. Ensure that grant funds are being spent in an appropriate manner which is consistent with the approved budget.
 - 1) After the first check, compliance with contract terms and accounting procedures must be verified before receiving the second check.
 - 2) Unspent funds or funds improperly accounted for must be returned to DWS at the end of the grant period.
 - g. Requests for budget changes must be submitted to DWS and require prior written approval.
 - h. Transportation must be directly related to the program.
 - 1) Mileage must be properly documented on the attached Mileage Reimbursement Form.
 - 2) **Receipts for gas purchases will not be reimbursed.**
- H. Administration Costs
- 1. Total administrative cost, while not required to be included, must not exceed 10% of the total budget.
 - 2. Total costs for food, while not required to be included, must not exceed 5% of the total budget.
 - 3. Total costs for program incentives, while not required to be included, must not exceed 10% of the total budget.
 - 4. Funding will be distributed during the grant period in four allotments.
 - 5. Funds must be utilized within the grant period of July 1, 2022 to June 30, 2024.
- I. Oversight
- 1. Grantees must ensure proper administrative and accounting procedures are followed.
 - 2. Grantee shall provide administration including:
 - a. Operating as the DWS grant contact
 - b. Staffing and recruitment
 - c. Program structure and development
 - d. Acting as the fiscal agent and maintaining fiscal responsibilities
 - 3. Collaboration between multiple organizations is encouraged; however, subcontracting under this agreement will not be allowed.

ATTACHMENT C

NON-DISCLOSURE AGREEMENT

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

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

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature _____ Date _____

Print Name _____

ATTACHMENT D CODE OF CONDUCT

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

The purpose of this Code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients.

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

All references to "Contractor" herein shall include the Contractor, its employees, officers, agents, representative or those authorized by the Contractor to perform services under this Agreement.

The Contractor agrees that it shall adhere to this Code when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code.

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

Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior.

Contractor and its authorized agents shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat or cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

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

Abuse includes, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.

4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation includes, but is not limited to:

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor shall document and report to DWS abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT E

BACKGROUND CHECK REQUIREMENTS

CRIMINAL BACKGROUND CHECK REQUIREMENTS
FOR
GRANTEES & CONTRACTORS PROVIDING SERVICES TO
DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities, Shelter Licensing) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
 - a) type of required background check,
 - b) who is required to be checked,
 - c) frequency, and
 - d) criteria used to determine pass or fail background check.
 2. Proof of compliance with such law(s), regulation(s) or requirements.
 3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
 2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
 - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
- D. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
- a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
 - b) FBI information can be found at <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
 - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use 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, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
 - 1. Any matters involving a sexual offense.
 - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
 - 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
 - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
 - 1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
 - 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 26B, Utah Health and Human Services Code, Chapter 6, Long Term Services and Supports, Aging, and Disabilities.
 - 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - a) provide personal protection;
 - b) provide necessities such as food, shelter, clothing, or medical or other health care;
 - c) obtain services necessary for health, safety, or welfare;
 - d) carry out the activities of daily living;
 - e) manage the adult's own resources; or
 - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.

Attachment E

Volunteer Transportation Oversight Process

1. Volunteer Transportation Oversight Grantee shall:
 - a) Utilize volunteers to provide transportation as needed. Require volunteers to:
 - i) Read and sign the attached *Volunteer Automobile Insurance Expectations* document.
 - ii) Provide proof of insurance.
 - iii) Provide active driver's license.
 - b) Explain to volunteers:
 - i) The automobile insurance provisions in the attached *DWS Grant Terms and Conditions*.
 - ii) They are responsible for maintaining adequate automobile insurance on the driver and vehicle used to provide transportation services.
 - iii) In the event of an accident:
 - (1) The volunteer's insurance will be the primary insurance if there are injuries arising from the accident and;
 - (2) Grantee's and the Department's insurance will not cover damage to the volunteer's vehicle.
 - c) Maintain the signed the attached *Volunteer Automobile Insurance Expectations* document, proof of insurance, and copy of driver's license for each volunteer in secure volunteer files.
 - d) Track mileage for each trip, including the date, starting location, where the community members are being transported to, beginning mileage as displayed on the car odometer, and ending mileage as displayed on the car odometer on the attached *Mileage Reimbursement Form*.
 - e) For volunteers to be reimbursed, the Grantee MUST:
 - i) Ensure the attached *Mileage Reimbursement Form* is complete for each volunteer.
 - ii) Receive, review for completion and accuracy, and file the attached *Mileage Reimbursement Form* for each volunteer.
 - iii) Pay each volunteer driver on a monthly basis, by the end of each month, upon confirmation of the accuracy and completeness of the Mileage Reimbursement Form.

Attachment G

Volunteer Automobile Insurance Expectations

Name of the Organization: _____

Name of the Volunteer: _____

Volunteer Phone Number: _____

Volunteer Email: _____

Instructions: Before the volunteer can provide voluntary transportation services, the community board must inform the volunteers of the automobile insurance provisions and provide a copy of this form to the volunteer. A signed copy of this form, driver's license, and the auto insurance policy must be kept in file.

1. By signing this, I acknowledge that I have my own auto insurance or that I am covered under another policy that provides auto coverage for me. I have provided a copy of my driver's license and the proof of insurance to the board of the organization.
2. I understand my automobile liability insurance will be the primary insurance coverage in the event of an injury arising from the accident.
3. I understand that the organization listed above and the Department of Workforce Services will not cover damage to my vehicle in the event of an accident.

By signing this, I acknowledge I have read this form, understand it, and agree to abide by these statements as a condition of my volunteer service for my community organization.

Signature of Volunteer

Date

Name (type or print)

Emergency Contact Information:

Name: _____

Address: _____

Phone Number: _____

I have discussed this Acknowledgement Form and insurance requirements with the volunteer, and received a copy of the driver's license and insurance.

Signature of Program Coordinator

Date Received

Name of Program Coordinator (type or print)

Attachment H

Utah Refugee Center Community Usage Rules

1. The Utah Refugee Center will be available for refugee meetings and gatherings on Monday - Thursday from 8:00am - 8:00pm, Friday from 8:00am – 5:00pm, and Saturdays from 10:00am – 6:00pm.
2. Allowable events include educational programs and community events. No personal events will be allowed.
3. To request meeting space, contact the Refugee Programming Coordinator.
4. All requests must be made two weeks in advance whenever possible.
5. Cancellations must be made 24 hours in advance whenever possible.
6. Requests for equipment use must be made at the time of reservation.
7. A DWS staff member must be present at all times during the events.
8. All events must take into consideration child care needs. Children must not be left unattended at any time.
9. All rooms must be returned to the condition they were found.
10. Food and/or drink can be served in certain rooms only. No alcohol allowed on the premises.
11. All garbage must be taken out if food and/or drinks were consumed during the event.
12. Proper care of furniture and equipment is required.
13. All meetings must be peaceful.
14. As the Utah Refugee Center is a public space, meetings must be open to all.
15. As the Utah Refugee Center is a public space, visitors are consenting to being photographed or video recorded.
16. All parties must complete and sign the Utah Refugee Center Community Usage Liability Waiver/Contract below to use the space.

Utah Refugee Center Community Usage Liability Waiver/Contract

Community: _____

Event Name: _____

Event Date: _____

Contact Name: _____

Contact Phone Number: _____

Signature: _____

*by signing this, you are agreeing to follow the aforementioned rules

Attachment J

REPORTING AND OUTCOMES

- A. DWS will closely monitor and track specific data and outcome measures.
- B. The population and desired results have been defined below.

Service: Refugee Capacity Building

Population: Refugee-led organizations and refugee community members.

Results: Refugee organizations have the capacity to serve refugee community members in a way that supports members' growth in the areas of integration in the United States, well-being and financial capability, and reduces at-risk behaviors.

- C. The organization shall collect and report data for the indicators and outcomes listed below using the Google Sheets Data Tracking Tool, Organizational Capacity Assessment Tool, and the post-program participant survey.

1. ORGANIZATIONAL CAPACITY

- i. Successfully manage grants, administer programs, and build organizational capacity, as determined by the following indicators;
 - (a) Increase organizational capacity in two areas, as determined by the Organizational Capacity Assessment Tool (provided by DWS).
 - (b) Number of workshops, trainings, services, and meetings will be added based on applications and negotiated services.
 - (c) Number of participants per workshop, training, service, and meeting will be added, based on applications and negotiated services.
 - (d) Amount of money made through fundraising.
 - (e) Number of partnerships created.
 - (f) Number of volunteers.
 - (g) Number of referrals made to external organizations and services.

- (h) Number of referrals made to DWS/Refugee Services Office programs/services.
- (i) Number of home visits.

2. EDUCATION AND SKILLS

- i. Increase participant knowledge in program-specific content, as determined by the post-program evaluation;
 - (a) Outcomes will be added for each program category, based on the application and negotiated services.

3. INTEGRATION

- i. Increase participant integration and well-being within the broader community as well as their self-identified cultural groups, as determined by the post-program evaluation;
 - (a) 50% of participants were surveyed.
 - (b) 50% of participants surveyed got to know people from other communities.
 - (c) 50% of the participants surveyed were connected to new resources to assist with integration and well-being.
 - (d) 50% of the participants surveyed were connected to new programs to assist with integration and well-being.
 - (e) 50% of participants surveyed increased their connection to their community.
 - (f) 50% of participants surveyed feel they are part of a representative community.
 - (g) 50% of participants surveyed increased their support system.
- (2) Support job readiness by referring 100% of age appropriate participants to DWS for employment services by providing a Job Seeker Quick Start Card.

Attachment K

Acknowledgement of Termination

This attachment is entered into between the Contractor and the Department of Workforce Services (DWS), collectively referred to as the “Parties.”

By signing this attachment, the Contractor agrees to the following termination rules:

Terms & Conditions:

- The Contractor hereby certifies that they have read and understand the termination rules in *Attachment A – DWS Grant Terms and Conditions*.

Communication:

- The Contractor must contact DWS within four (4) business days for any communications related to the services provided under this Agreement.
- Failure to communicate without reasonable cause within the specified time frame shall constitute a breach of contract as determined by DWS.

Data Tracking

- Attendance must be recorded for each workshop, including the customer’s name and topic.
- Attendance should be recorded promptly, within seven days after the workshop.
- Compensated organization staff must record their hours on the “Timesheet” tab found on the data tracker within seven days of work.
- Home Visits must be recorded on the “Timesheet” tab found on the data tracker within seven days, including the name of the customer visited and discussed issue.

Expense Documentation and Invoicing:

- The Contractor must keep receipts or other expense documents.
- All expense documents must be uploaded to the approved Google Drive folder within seventy-two (72) hours of the expense.
Failure to submit the required expense documentation within the specified seventy-two (72) hour period shall be considered a breach of this Agreement.

Acknowledgment of Terms:

By signing this Agreement, the Contractor acknowledges and agrees to the terms set forth herein. The Contractor acknowledges that failure to adhere to any of the terms specified in this Agreement may result in immediate termination of this Agreement.

Signature

Organization

Title