

Updated RFGA, Posted 9/23/2019

Department of Workforce Services

Request for Grant Applications (RFGA)

Blind Services 2020 Grant – Five Years ADDENDUM

APPLICATION DUE: Friday, October 4, 2019, 12:00 Noon
GRANT PERIOD: November 1, 2019 to October 31, 2024



INTRODUCTION

OBJECTIVE

The Department of Workforce Services (DWS), Division of Services for the Blind and Visually Impaired (DSBVI) is accepting grant applications, for five year grants, from non-profit organizations that provide services to the blind and visually impaired community. Organizations may apply for one, or more, projects from the following categories for each year of the Grant Period:

- Programming
 - Life Skills
 - Education/Training
 - Classes/Workshops
- Services
 - Transportation
 - Conferences
- Equipment for:
 - Organization/Training
 - Blind or visually impaired individuals

POPULATION SERVED

All money must be used to support individuals who are blind or visually impaired. For the purposes of this grant, the following definitions apply:

Blind:

An individual, or class of individuals, whose central acuity does not exceed 20/200 in the better eye with correcting lenses or whose visual acuity, if better than 20/200, is accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than 20 degrees.

Visually Impaired:

An individual with a diagnosed impairment of visual function that if not corrected constitutes a material limitation to normal activities or function.

GRANT INFORMATION

WHO MAY APPLY

In order to be considered eligible, an organization must:

1. Serve the blind and/or visually impaired as defined above
2. Be a non-profit with IRS 501(c)(3) status
3. Meet requirements as outlined in Attachment B - Scope of Work
4. Must provide these services, or equipment, in the State of Utah

EXPECTED MEASUREMENTS AND OUTCOMES

1. Expected outcomes for each category, including, but not limited to:
 - a. Programming
 - i. Number of clients served
 - ii. Measurement which determines how the program benefits clients served
 - b. Services
 - i. Number of clients served
 - ii. Measurement which demonstrates how the services provided are a benefit to those receiving the services
 - c. Equipment
 - i. What program or client specific equipment was purchased and describe how it is used to serve clients
 - ii. Individual outcomes resulting from the equipment purchase
 - d. Additional outcomes, goals and baseline data may be added based on proposals and negotiated projects
2. Reporting Requirements
 - a. Each grant recipient shall submit a report consisting of the expenditures, performance outcomes, and project evaluation summary of the awarded grant by October 31, of each year or when yearly funds are expended. The recipient shall maintain documentation and verification for the information submitted in the report.
 - b. All documentation must be made available upon request of DWS.

BUDGET

1. Financial grants will be issued from the interest income from the Blind and Visually Impaired Restricted Fund (BVIRF). Total funds available for this grant are \$36,000 per year for five years. If additional interest income from the fund, or donations to the fund, are available, the amount awarded may be increased to reflect those additional resources. No single project will receive more than \$9,000 each year which is 25 percent of the total award available each year. Once the amount to be awarded to each project is determined, the grantees will receive that amount to support that project for each of the five years.
2. Non-Allowable Expenses:

Monies used for purposes outside of the request for proposal are strictly prohibited. In addition, monies from BVIRF cannot be allocated for the purposes listed below:

 - a. Expenditures which personally benefit staff of DWS.
 - b. Expenditures for entertainment purposes.
 - c. Utilizing the Restricted Fund to reimburse already provided services from another source (i.e. VR 110 funds).
 - d. Expenditures for political purposes, i.e. campaigning, lobbying, advocating, propaganda.

- e. Food purchases may be allowed as long as they are directly related to the project. A grantee will need to supply all receipts, or other documentation for food purchases.
3. DWS may require repayment for all monies used inappropriately from a grantee and may disallow future funding for recipients that violate spending requirements.

FUNDING

The grant is distributed by competitive award across the State of Utah.

1. The total grant amount for each year will be dispersed at the beginning of the grant year.
2. All unused funds from this grant must be returned to DWS at end of each grant year. The amount of the grant will be awarded based on project proposal, evaluation criteria and funding availability.
3. Grantee must provide documentation (i.e. receipts, invoices) for all expenses.

PERIOD OF PERFORMANCE

1. Funding for grant recipients begins November 1, 2019. Grant period ends October 31, 2024.
2. DWS may elect to terminate the grant for non-compliance or funding availability.

EVALUATION AND AWARD

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

ATTACHED DOCUMENTS

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 Policy
Attachment F:	Evaluation Score Sheet
Appendix A:	Grant Application Cover Sheet Form

- Appendix B: Budget Narrative and Itemization Form
Appendix C: Grant Narrative Questions, one sheet for each grant year if different services are being provided in that year.

QUESTIONS

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before Friday, September 27, 2019. All questions will be made public. All questions and written responses will be posted by Monday, September 30, 2019, on the DWS website at <https://jobs.utah.gov/department/rfg/index.html> for all prospective applicants to view. Direct questions to the following:

- DSBVI), Steve Winn, stevewinn@utah.gov, (801) 323-4345
- Contract Analyst: John Bennett, jbennett@utah.gov, (801) 671-9977
- For Technical Assistance contact: Karla Rush, krush@utah.gov, (801) 323-4346

ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than Monday, September 30, 2019.

APPLICATION PROCESS

TIMELINE

- **September 17, 2019**, 10:00 a.m. Pre-Proposal Meeting
- **Friday, October 4, 2019 12:00 Noon**: Application Submission Deadline
- **October 2019**: Anticipated Grant Award Date
- **November 1, 2019**: Award Effective Date

PRE-PROPOSAL MEETING

- Applicants may attend in Person or by Conference Call
- **Tuesday September 17, 2019. Meeting time is 10:00 AM**
- Meeting Location is DSBVI Board Room, 250 North 1950 West, Salt Lake City, UT 84116
- Conference Call number 801-334-2658
- If you have questions or need assistance, please contact Karla Rush, 801-323-4346

HOW TO APPLY

1. By submitting an application to this RFGA, the Applicant acknowledges and agrees that the requirements, Scope of Work, 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. Applicants will submit one application which may include up to three projects. Each application will include a copy of both the Grant Narrative Questions document, and the

Budget Narrative and Itemization Form, for each project. The Grant Narrative Questions document will describe how the funds will be used for the whole five year grant period. Each project will be scored independently. The projects will be awarded funding for five years based on the scores received.

After award, DWS may, at its sole discretion, consider allowing a grantee to move money from one project to another during one or more grant years. A grantee may request such a change by contacting DSBVI. A grantee proposing such a reallocation will submit a new scope of work, and Budget Narrative and Itemization Form, for both projects. Grantees may not use funds for services, or equipment purchases, which were not part of a project submitted as part of this RFGA. A grantee will not be allowed to offer services, or equipment purchases, under the grant that were not part of the grant application.

3. Applicant must use the *Appendix A, Grant Application Coversheet* found at <https://jobs.utah.gov/department/rfg/index.html> to submit basic organization and program information. This document will be available on the website in both fillable .pdf format and Microsoft Word Format. It will also be available from DSBVI by contacting Karla Rush, krush@utah.gov, or (801) 323-4346.
 - a. *Appendix A, Grant Application Cover Sheet* should be the first page of the application.
4. Grant Narrative Questions Documents must be submitted by following the instructions outlined in *Appendix C, Grant Narrative Questions*. This form will be available on the DWS website, <https://jobs.utah.gov/department/rfg/index.html>, in both .pdf format and Microsoft Word format. This form is also available by contacting Karla Rush at DSBVI, krush@utah.gov, or (801) 323-4346.
5. Applicant must complete *Appendix B, Budget Narrative and Itemization Form*. One form must be submitted for each project for which an applicant requests funding. No more than three projects may be submitted by each applicant. This form is in excel format. It is available on the website, or may be obtained by contacting Karla Rush at DSBVI, krush@utah.gov, or (801) 323-4346
6. Applicant must bear the cost of preparing and submitting the application.
7. Failure to comply with any part of the RFGA may result in disqualification of the application.
8. Application forms should be typed.
9. Applicants must submit one copy via email, without the final signature, to John Bennett at jbennett@utah.gov with the subject line as **Blind Services Grant**. Application may be submitted as separate attachments to the email.
10. Applicant must also submit one original (with an original signature) and four (4) identical paper copies of the application to the address listed below.
11. Application should be stapled, not bound or in a binder.
12. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information or addenda. All additional information will be discarded prior to scoring.
13. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.

PRE-AWARD REQUIREMENTS

Insurance—for insurance requirements see Attachment A: DWS Grant Terms and Conditions.

SUBMISSION CHECKLISTS

Application Checklist, Due: Friday October 4, 2019. 12:00 NOON	
<input type="checkbox"/>	One (1) original (with an original signature) and four (4) identical paper copies
<input type="checkbox"/>	Grant Application Cover Sheet and Program Information (Appendix A)
<input type="checkbox"/>	Budget Narrative and Itemization Form for each project (Appendix B)
<input type="checkbox"/>	Grant Application Narrative Questions Document for each project (Appendix C)
<input type="checkbox"/>	501(c)(3) Letter

Submit completed **application** by Friday, October 4, 2019 at 12:00 PM, Noon. Paper copies AND the emailed copy are both due by the due date and time. Application may not be faxed. Late applications will not be accepted. No exceptions! Applications received after 12:00 PM, Noon will not be accepted. Applications must be submitted as follows:

Email copy (required): send to jbennett@utah.gov

Paper copies (required): send or deliver to
Steve Winn
DSBVI, 250 North 1950 West
Salt Lake City, UT 84116

QUESTIONS:

Contract Owner: Steve Winn: stevewinn@utah.gov, (801) 323-4345

Contract Analyst: John Bennett, jbennett@utah.gov, (801)-671-9977

For technical assistance in filling out the forms, contact Karla Rush, krush@utah.gov, (801) 323-4346

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

1. DEFINITIONS:

- a. **"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.
- b. **"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.
- c. **"Volunteer"** means an authorized individual performing a service without pay or other compensation.
- d. **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. DWS reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- e. **"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.

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; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

4. 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.
- 5. **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, 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.
- 6. **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.
- 7. **OWNERSHIP IN INTELLECTUAL PROPERTY:** 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.
- 8. **AMENDMENTS:** This Agreement, including the Scope of Work may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
- 9. **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.
- 10. **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.
- 11. **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.

12. 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).

13. 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.

14. 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 and/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.

15. 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.

16. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given by 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 below. 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, and/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 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.
17. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
 18. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/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.
 19. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
 20. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
 21. **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.
 22. **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 and/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.
 23. **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.

24. 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.
- 25. 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.
- 26. WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

27. **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.
28. **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.
29. **PROTECTION AND USE OF CLIENT RECORDS**: 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 and/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.
30. **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.
31. **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.
32. **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. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.
33. **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/local-government-2/reporting-requirements/ AND auditor.utah.gov/local-government-2/publications/state-compliance-guide/.
34. **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.
35. **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 and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other 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.
36. **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.
37. **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.
38. **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.
39. **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.

40. 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 and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular GRANTEE depend upon GRANTEE'S legal status.

Table 1: Cost Principles

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

- 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.

41. 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.

42. **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.
43. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - Allowable under applicable cost principles.
 - Not paid by the Federal Government under another award except where authorized by Federal statute.
 - In accordance with the appropriate Federal grant being matched.
 - 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.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
46. **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.
47. **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, Indemnification Relating to Intellectual Property, Insurance.
48. **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.
49. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors and/or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors and/or omissions that are discovered.
50. **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.

ATTACHMENT B: SCOPE OF WORK

Blind Services Grant

Utah Department of Workforce Services
Division of Services for the Blind and Visually Impaired

I. Objective

This grant supports organizations that provide services to the blind and visually impaired community. The funds may support one or more of the following projects:

a. Programs

- i. Life Skills
- ii. Education/Training
- iii. Classes/Workshops

b. Services

- i. Transportation
- ii. Conferences

c. Equipment

- i. Organization/Training
- ii. Needs of Blind or Visually Impaired Individuals

II. Project Services

- a. Provide a program, service or equipment to a group or individuals from the blind and visually impaired community.
- b. List each job posting for all employment opportunities within their organization with the Department of Workforce Services during the funding period.
- c. Grant Orientation Meeting
Grantee shall:
 - i. Require a grant representative to attend a grant orientation (TBA).
 1. Program/Services and financial requirements will be reviewed at this meeting.
 2. Reporting requirements and deadlines will be reviewed.

III. Monitoring and Reporting

- a. Provide annual progress report detailing grant outcomes.
 - i. Required reports will be reviewed and validated.
- b. Monitoring may include, but is not limited to, video or phone conferences, desk reviews, expenditure document review, site visit and monitoring by a third party.

IV. Financial Requirements

- a. Final financial documents are due September 30, each year of the grant period.
 - i. Financial documents must include:
 1. Detailed program budget that includes proposed budget and actual expenditures.
 2. Additional documentation may be requested.
- b. All unused funds from this grant must be returned to DWS at end of contract period.
- c. Any grantee that fails to submit a complete annual financial report may not be eligible to apply for future Blind Services Grants.

V. Expected Measurements and Outcomes

- a. Expected outcomes for each category, including, but not limited to:
 - i. Programming
 - 1. Number of clients served
 - 2. Measurements which determine how the program benefits clients served
 - ii. Services
 - 1. Number of clients served
 - 2. Measurements which demonstrate how the services provided are a benefit to those receiving the service.
 - iii. Equipment
 - 1. What program or client specific equipment was purchased and describe how it is used to serve clients
 - 2. Individual outcomes resulting from the equipment purchase
- b. Additional outcomes, goals and baseline data may be added based on proposals and negotiated projects.

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 he is unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

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, and/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, and/or sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation 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

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

- A. This policy does not apply to Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (ie Child Care Licensing, State Universities) for employee/volunteers. In such cases, the 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/volunteer's record shows criminal history.
- B. All Contractors must obtain an **annual** background check for one or both of the following:
1. All employees and volunteers who have access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
 2. All employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults must obtain a **fingerprint-based national criminal history record check from the FBI**.
 - a) For contractors using Next Generation FBI fingerprint check or rap-back, a background check is only required once for employees/volunteers, for as long as the contractor is receiving notification.
- C. Obtain background checks according to the Contractor's qualifications per Utah statute.
1. The 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 Utah Code Annotated 53-10-102(19), 53-10-108, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority).
 2. If the Contractor does not meet the statutory requirements referenced in section C. 1., then the Contractor shall require employees and volunteers to contact the BCI and follow the BCI procedures to obtain their 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 www.fbi.gov under the services section.
- D. Contractor must immediately notify DWS if an employee/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 and/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 and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.
- F. It is the Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows a conviction for any of the following offenses:
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 Utah Code 76- 5-101 et seq.
 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, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by the Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.
- J. Definitions
1. "Confidential information" includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, and case information.
 2. "Direct service" means providing services to minor and/or vulnerable adult when the services are rendered in the physical presence of the minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
 3. "Direct access" means that 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 Utah Code Ann. 62A-2-101(8).
 4. "DWS Customer" is a person served with funding provided by DWS.
 5. "Minor" means any person under the age of 18.
 6. "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 Utah Code Ann. 76-5-111(1)(s).

Attachment F: Evaluation Score Sheet

Date: _____

GNQ #: _____

Year or Years: _____

Organization: _____

Evaluator #: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above Average, exceeds minimum requirement

5 = Superior

Instructions: An applicant will submit a Narrative Questions document (GNQ) for each project. Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of Five (see box). Evaluators shall use a separate score sheet for each project/GNQ.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
NARRATIVE				
PROJECT OVERVIEW: (10 points possible)				
The response describes the program or service to be provided, or the equipment to be purchased. Includes a needs assessment. It provides an overview of the program, service or equipment purchase and how the program, service or equipment directly benefits the blind and visually impaired community, or a blind, or visually impaired, individual.		X2		10 points possible
PROJECT ACTIVITIES: (10 points possible)				
Project activities are described. The description includes timelines, curriculum, staff, program materials and tools to be used, equipment purchased and/or procedures followed.		X2		10 points possible
MEASUREMENTS AND OUTCOMES: (10 points possible)				
The response describes the specific outcomes to be achieved. The response includes the benefits of the program, service or equipment purchased, and how the outcomes will be measured. It describes specific, measurable, attainable, realistic and time-bound outcomes.		X2		10 points possible
BUDGET				
BUDGET NARRATIVE AND ITEMIZATION FORM: (5 points possible)				
Details include the cost breakdown for each line item, including any requested administrative costs. Includes the total budget. <ul style="list-style-type: none"> • Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). • Costs should be reasonable and customary. 		X1		5 points possible
TOTAL EVALUATION POINTS		Total		35 points possible

APPENDIX A: Blind Services Grant

Utah Department of Workforce Services Division of Services for the Blind and Visually Impaired
Grant Application Cover Sheet

Organization: _____ **Federal Tax ID #:** _____

Please select the type of project(s) (you may select more than one): Program Services Equipment

Number of projects submitted: _____ Number of clients served--All clients in all years: _____

Total grant funds requested in this application: _____

List project name and grant funds requested by year:

Project _____ Year 1 _____, Year 2 _____, Year 3 _____, Year 4 _____, Year 5 _____

Project _____ Year 1 _____, Year 2 _____, Year 3 _____, Year 4 _____, Year 5 _____

Project _____ Year 1 _____, Year 2 _____, Year 3 _____, Year 4 _____, Year 5 _____

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

Name: _____ Position: _____

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

Telephone: _____ Email: _____

Signature: _____ **Date:** _____

By signing I certify that all information provided in this grant application is complete and accurate.

GRANT ADMINISTRATOR (if different from above)

Name: _____ Position: _____

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

Phone: _____ Email: _____

FINANCIAL ADMINISTRATOR

Name: _____ Position: _____

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

Telephone: _____ Email: _____

Appendix B: Budget Narrative and Itemization Form

Department of Workforce Services Budget Narrative and Itemization Form

All planned expenses must be itemized, detailed and described for each line item.
Cells may be expanded as necessary in order to provide all required information.

Organization:

Contract Dates:

Category I - Indirect Expenses:

- a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct charged can be listed in Category II.
- b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. No expenses should be entered into Category II if choosing the de minimis rate.

Category I Indirect Expenses	NICRA Rate and Base(s) - OR - De Minimis	Grant Funds Requested
Indirect Costs		\$ -

Cannot exceed the entity's federally approved indirect cost rate (NICRA) - OR - the entity's 10% de minimis rate based upon eligible Category III expenses as listed in the notes below.

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture)</i>		\$ -
Insurance		\$ -
Material and Supplies <i>(e.g. consumable goods)</i>		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security)</i>		\$ -
Space Costs <i>(e.g. rent, lease)</i>		\$ -
Travel & Transportation		\$ -
Utilities <i>(consistent monthly utility charges - gas, water)</i>		\$ -
Total Category I Indirect Expenses and Category II Direct Administrative Expenses		\$ -

The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses

Category III - Direct Program Expenses:

Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications <i>(e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)</i>		\$ -
Client Services <i>(e.g. education services, employment & training, legal services, client transportation)</i>		\$ -
Client Housing Payments <i>(e.g. rent, utilities, application fees, arrears, deposits)</i>		\$ -
Equipment <i>(e.g. computers, laptops, printers, furniture)</i>		\$ -
Insurance		\$ -
Material and Supplies <i>(e.g. consumable goods)</i>		\$ -
Professional Fees & Contract Services <i>(e.g. consultants, security)</i>		\$ -
Space Costs <i>(e.g. rent, lease)</i>		\$ -
Staff Travel & Transportation		\$ -
Staff Development & Training		\$ -
Utilities <i>(consistent monthly utility charges - gas, water)</i>		\$ -
Subawards <i>(e.g. pass-through)</i>		\$ -
Total Category III Program Expenses		\$ -
Total Category I, Category II and Category III Expenses		\$ -

Notes:

Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.

Appendix C: Grant Narrative Questions

Project: **List Project Name Here**

Instructions:

- An applicant may apply for up to three projects. The applicant will complete a **Grant Narrative Questions** document (**GNQ**) for each project, and address the services, or equipment purchases, provided by that project for the five year grant period.
- Applicants will list the project name in the space provided above.
- The applicant may use up to three (3) type written pages to respond to the questions in each GNQ. Applicants may use up to one page per question, and address the questions for each service, or equipment purchase included in the project.
- Applicant should use Times New Roman 12 point font and set the margins at 1 inch on top and bottom and ½ inch on each side.
- Applicant may use Microsoft Word or another word processing program to respond to the questions.

Grant Narrative Questions

1. **Project Overview:** Describe the program or service to be provided, or the equipment to be purchased. Include a needs assessment. Provide an overview of the program, service or equipment purchase and how the program, service or equipment directly benefits the blind and visually impaired community, or a blind, or visually impaired, individual.
2. **Project Activities:** Describe the project activities. Include timelines, curriculum, staff, program materials and tools to be used, equipment purchased and/or procedures followed.
3. **Measurements and Outcomes:** These funds must be used to benefit the blind and visually impaired community, or individuals who are blind or visually impaired. Describe the benefits of your program, service or equipment purchase, and how you will measure them? Describe the specific, measurable, attainable, realistic, and time-bound outcomes you expect to achieve with these funds. Explain specifically how these outcomes will be collected and reported including mechanisms for administering pre and post-tests or other means to measure these outcomes.