



jobs.utah.gov

Request for Grant Applications

Grant Name: English Language Learning (ELL) Program at the Humanitarian Center (HC)

Solicitation Number: 24-DWS-S027

Funding Source: Office of Refugee Resettlement (ORR), Temporary Assistance for Needy Families (TANF) Purpose II

Total Funding Available: \$650,000

Grant Period of Performance: 12/01/2023 – 12/31/2024; with a potential to renew at two year renewals at the discretion of the Department of Workforce Service (DWS)

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

Due Dates

1. Letter of Intent (REQUIRED) Due Date: 11/03/2023 by 5:00 PM
 - Link to [Letter of Intent](#)
2. **Application Due Date: 11/10/2023 by 5:00 PM**

Other Important Dates

1. VIRTUAL Pre-Proposal Meeting (OPTIONAL):
 - Video call link: <https://meet.google.com/utu-zski-yke>
Thursday, October 26, 2023 10:30am – 1:00pm
Time zone: America/Denver
Or dial: (US) +1 424-371-6283 PIN: 301 055 147#
2. Questions period closes three days prior to the application due date.
 - Link to [submit questions](#)
 - Link to [Question & Answer posting](#)
3. Anticipated Award Notice Date: November 2023

Description of Grant

The Department of Workforce Services (DWS) is funding organizations to provide English Language Learners (ELL) programs to adult refugees (ages 18 and over) at the Latter-Day Saint Humanitarian Center (HC) located at 1665 Bennett Rd, Salt Lake City, UT 84104. ELL services are critical to the refugee community. Many newly arrived refugees do not have the appropriate education or basic skills to function effectively in

mainstream America. Increasing functional and workforce preparation English helps promote job preparation and integration into the mainstream community. Adult Education programs across the state of Utah have a collective mission to provide transformative, learner-centered, high-quality, evidence-based education that leads to sustainable employment and personal success. To further that mission, the Utah State Board of Education (USBE), The Church of Jesus Christ of Latter-Day Saints, and the Refugee Services Office (RSO) are collaborating to ensure that students are receiving contextualized English instruction with workforce preparation skills infused in the curriculum for three specific occupational clusters, including transportation, health, and food service. These courses should be created for multi-level classrooms with students ranging across many levels of English language ability. The goal of this project is to develop a model for contextualized English language instruction that can be adapted to other English language acquisition programs across the state. This will drive outcomes towards workforce readiness and self-reliance. By leveraging the strengths and braiding the services of each provider, the clients served by all will receive an exponential return through aggregate product delivery and streamlined service reconciliation.

Background

DWS is requesting grant applications from ELL providers to offer ELL programming to adult refugees. To support this program, DWS will utilize funds from the Office of Refugee Resettlement (ORR), Refugee Social Services (RSS) for singles and couples without children and Temporary Assistance for Needy Family (TANF) to fund services for TANF eligible refugees. RSS funding supports employability and other services that address barriers to employment. The RSS program allocates formula funds to states to serve refugees who have been in the U.S. less than five (5) years. TANF is a Federal Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies and approaches to remove families from a cycle of dependency on public assistance and into work. TANF projects are required to meet one (1) of the four (4) purposes set by Federal TANF regulations. The TANF funded portion of this grant meets TANF Purpose 2, which is to “reduce the dependency of needy parents by promoting job preparation, work, and marriage.”

Eligible Populations

Program participants must be TANF Purpose II eligible, as well as eligible for ORR services defined as follows:

Pursuant to 45 CFR Part 400, Office of Refugee Resettlement (ORR)-funded services are limited to those refugees and ORR-eligible populations who meet the immigration status and identification requirements in Subpart D of part 400. Service providers must obtain the appropriate documentation prior to providing services.

Ensure individuals receiving services under this Agreement meet the immigration status and identification criteria as well as Federal regulation 45 CFR 400.152(b), which limits services provided by federal funding to 60 months (5 years) from their date of eligibility, except for citizenship and naturalization preparation and referral and interpretation services. Verification of this requirement shall be included in the case file.

Scope of Work

The proposed Scope of Work, including allowable services, has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work for detailed requirements and performance expectations before submitting their responses to the Application requirements.

Minimum Requirements

1. This application is limited to organizations currently providing ELL services.
2. The organization must have a current Employer Identification Number (EIN) from the IRS to apply.
3. All organizations selected for the award will be expected to work closely with DWS.
4. All organizations selected for the award must be able to provide in-person services at the Humanitarian Center, located at 1665 Bennett Rd, Salt Lake City, Utah 84104.

Who May Apply:

1. Any Sole Proprietor, Government Entity, Non-Profit, or For-Profit Organization that meets the minimum requirements listed.

Resources

Resource I – Budget Instructions
Resource II – SAM.gov Registration Guide
Resource III – Evaluation Score Sheet

Appendices

Appendix A – Grant Application Cover Page
Appendix B – Program Narrative
Appendix C – Budget Narrative
Appendix D – FFATA Certification by the Subrecipient (not required for State Agencies and Component Units of the State)

Attachments

Attachment A: DWS Grant Terms and Conditions
Attachment B: Scope of Work
Attachment C: ELL Guidelines Budget Narrative and Itemization Form
Attachment D: Code of Conduct
Attachment E: Non-Disclosure Agreement
Attachment F: Criminal Background Check Requirement for Grantees & Contractors Providing Services to DWS Customer, Minors, or Vulnerable Adults
Attachment G: ORR Federal Lobbying Restrictions
Attachment H: Federal Subaward Funding and Reporting Requirements (515A)
Attachment I: Appropriate Uses of TANF Funds
Attachment J: Release/Disclosure of Information & Consent for Coordinated Services (115C)
Attachment K: TANF Needy Family Eligibility Form (300)

Attachment L: DWS 3rd Party Access Request Form
Attachment M: Information Sharing Agreement

Post Award Document Requirements

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

1. Insurance Certificate.
2. Pre-Award Risk Assessment.
3. Unique Entity Identifier (UEI) number (For questions about UEI click [here](#))

Contacts

- Contract Owner: Elias Wise, 801-946-7803, ewise@utah.gov
- Contract Analyst: Kevin Augustin, kaugustin@utah.gov

Submission Instructions

1. Complete and submit the online application and attach required forms and documents.
2. Prior to filling out the online application, complete and compile the following documents which will be attached to *Appendix A - Grant Application Cover Page* during submission of the application.
 - a. Forms provided by DWS:
 - i. Appendix B – Program Narrative
 - ii. Appendix C – Budget Narrative
 - iii. Appendix D – FFATA Certification by Subrecipients (not required for State Agencies and Component Units of the State)
 - b. Additional documents to be attached to the application, not provided by DWS:
 - i. Charitable Permit
 - ii. 501 (c)(3) Letter (if applicable)
 - iii. Indirect Cost Rate or Cost Allocation Plan (if applicable)
 - iv. Form W-9 Request for Taxpayer Identification Number and Certification (if applicable) (Do not upload if using an SSN)

Additional Submission Information

1. Only one application will be accepted per EIN.
2. Only one applicant may be awarded.
3. Applicant must bear the cost of preparing and submitting the application.
4. Failure to comply with any part of this RFGA may result in disqualification of the application.
5. Late applications may not be accepted.
6. Applications that do not include all required documentation may not be considered complete and may be denied.
7. Do NOT include additional information such as pamphlets, organizational public relations information, or addenda.
8. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.

9. By submitting an application, 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 or requirements of this RFGA, including the Scope of Work must be addressed during the Q&A period. Exceptions do not preclude the right to submit an application. The applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

Budget

1. Total indirect expenses and direct administrative expenses must not exceed 10% of the direct program total. See *Resource I – Budget Instructions*.
2. Indirect Costs cannot exceed the applicant's Federally Approved Indirect Cost Rate or 10% if the applicant does not have a Federally Approved Indirect Cost Rate.
 - a. If claiming a Federally Approved Indirect Cost Rate, the applicant must provide a copy of the Federally Approved Indirect Cost Rate agreement or a cost allocation plan.
3. Funding will be distributed on a cost reimbursement basis.
 - a. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
 - b. Reimbursement may be held until the Grantee has resolved any issues regarding compliance with grant requirements, including outcomes and reporting.
4. Changes to the budget must be approved by DWS prior to expenditure.
5. Grant funds may not be used to supplant existing funds.

Question and Answer

1. Question and Answer period closes on date and time specified on the cover page.
2. Questions must be submitted through the link provided on the cover page, during the Question and Answer period.
3. Questions may include notifying DWS of any ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
4. Questions may be answered individually or may be compiled into one document.
5. Questions may also be answered via an addendum.
6. An answered question or an addendum may modify the specification or requirements of this RFGA.
7. Applicants should periodically check for answered questions and addenda before the closing date.

Addenda

Addenda shall be published within a reasonable time prior to the deadline applications are due, to allow applicants to consider the addenda in preparing applications. Addenda published at least 5 calendar days prior to the deadline that applications are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.

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. Applicants must be available for presentations upon request.
4. Applications may score a maximum of 70 points, including any priority points. Applications scoring below 42 may not be considered.
5. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
6. DWS may award partial grants.
7. Awards will 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.
8. Organizations previously receiving funding from DWS should be in good standing to be considered for a Grant. Organizations not in good standing may not be considered for this Grant.
9. 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 the applicant requests in writing that trade secrets/proprietary data be protected. A [GRAMA Claim of Business Confidentiality](#) must be submitted via email to the Contract Analyst prior to the RFGA due date.

SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Vendor Number
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Unique Entity ID Number (UEI) number and Registration with SAM.gov (status must be active prior to receiving an executed agreement). See <i>Resource II – SAM.gov Registration Guide</i> .
<input type="checkbox"/>	Letter of Intent (must be submitted by due date)

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 and Itemization Form
<input type="checkbox"/>	Appendix D: FFATA Certification by Subrecipient (not required for State Agencies and Component Units of the State)
<input type="checkbox"/>	Charitable Permit (if applicable)
<input type="checkbox"/>	501(c)(3) Letter (if applicable)
<input type="checkbox"/>	Negotiated Indirect Cost Rate Letter or Cost Allocation Plan (if applicable)
<input type="checkbox"/>	Form W-9 Request for Taxpayer Identification Number and Certification (Do not upload if using an SSN)

Resource I

BUDGET INSTRUCTIONS

Category I: INDIRECT EXPENSES

- A. This category is used if the organization has a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or chooses a de minimis rate.
1. NIRCA – If the organization has a federally approved rate, it must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. A NIRCA is established on a cost base(s).
 - a) In the detail information, list the organization’s NIRCA and cost base(s).
 - b) To determine the amount, multiply the NIRCA against the established cost base(s) amount listed in Category III.
If an organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate, please note this in the detail information area. Waving indirect costs or charging less will not influence awarding decisions.
 2. De minimis Rate - If the organization does not have a NICRA and would like to choose a de minimis rate, the organization must certify that they are making this choice. Once an organization chooses a de minimis rate, they **MUST** use this across all grants. The only way for an organization to stop using a de minimis rate once certified is to receive a NICRA. Please use caution when making this choice.
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.
 - a) In the detail information, indicate that de minimis has been chosen.
 - b) To determine the amount, determine the MTDC in Category III (see the budget narrative for the eligible Category III expenses).
 - c) Take the MTDC and times by 10%. Enter this amount in Category I.

Category II: DIRECT ADMINISTRATIVE EXPENSES

- A. This category is used if the organization does not have NIRCA, does not choose a de minimis rate, or has administrative expenses that are not part of their NIRCA established cost base(s). If the organization allocates administrative expenses with a cost allocation plan or other basis, the direct costs from those allocations go here. Any other direct administrative expenses should be listed as well.
1. In the detail information, indicate how the cost was arrived at and detail items that make up the costs.

Category III: DIRECT PROGRAM EXPENSES

- B. This category is used for the direct program expenses. Costs should be reasonable, necessary, and allowable under the grant proposal and federal regulations.
2. In the detail information, indicate how the cost was arrived at and detail items that make up the costs.

Resource II

SAM.gov Registration Guide

Awarded organizations under this grant will be required to have an active SAM.gov registration status and a Unique Entity ID (UEI). It is free to register and obtain a UEI through SAM.gov. These must be in place prior to the contract being executed. Because the registration process can take some time, we encourage entities to begin the process as soon as possible.

Please note that an active registration with SAM.gov does not guarantee an award with DWS.

The following is a helpful link to get your registration started:

- [Quick Start Guide for Contract Registrations](#)

Resource III
Evaluation Score Sheet
ELL at the Humanitarian Center
Solicitation #

Application #: _____

Organization: _____

Evaluator #: _____

Scores 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: Evaluate how well the applicant responded to the criteria listed below. Scores can range from a low of zero to a high of five (see box). **Applications scoring below 40 points may not be considered.**

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
Appendix B – Program Narrative (Section A)				
Were services selected for this grant?				
Services must include the minimum requirements for primary services to receive full points. Secondary services are optional. This question is simply asking if the organization checked off the box(s) required, therefore, this question is *zero sum.	*	X2		2 points possible
Priority Points				
Priority points will be given to organizations that have detailed plans to teach ELL with general workforce preparation skills (five points).	*	X1		5 points possible
Priority points will be given to organizations that have detailed plans to teach ELL with career exploration and contextualized ELL with workforce preparation skills focused on Health, Transportation and Food Services (five points).	*	X1		5 points possible
Priority points will be given to organizations that have detailed plans to teach ELL with digital literacy component. (three points possible).	*	X1		3 points possible
Appendix B – Program Narrative (Section B)				
1. Provide a detailed description of the program. (Ten points possible)				
a. What is the organization’s plan to provide services in the most effective and efficient manner?				
b. How is the organization planning to include digital literacy component?				
c. Is the organization planning on having a program administrator present at the site? How many hours per day and how many days per week?				
Description should be thorough. This question should include answers to ALL the following to receive full points: a. What is the organization’s plan to provide services in the most effective and efficient manner? b. How is the organization planning to include digital literacy component? c. Is the organization planning on having a program administrator present at the site? How many hours per day and how many days per week?		X2		10 points possible

2. What experience does the organization have providing the proposed services? (Ten points possible)				
a. Please detail experience in providing the services selected in Section A				
Experience will be used to determine which organization is most prepared to provide these services. To receive full points, the organization must demonstrate that it has enough experience to provide these services with no need for potential training or instruction.		X2		10 points possible
3. What experience does the organization have in providing services to refugees? (5 points possible)				
Organization must have a detailed description to receive full points.		X1		5 points possible
<i>Continue to Page 2</i>				
4. What experience does the organization have in providing contextualized English instructions with career and work preparation skills in the curriculum? (5 points possible)				
a. What experience does the organization have in developing ELL curriculum, including workplace preparation and career exploration curriculum based on specific career clusters such as health, transportation, food services, etc.		X1		5 points possible
5. What challenges does the organization foresee in the implementation of this program? What is the organization's plan to address these challenges? (Ten points possible)				
The answer to this question should be thorough and provide confidence that the organization has sufficient staffing and resources needed to be awarded for this grant.		X2		10 points possible
Appendix B – Program Narrative (Section C)				
6. Program Goals (Five points possible)				
Goals should be SMART; Specific, Measurable, Attainable, Relevant, and Timely.		X1		5 points possible
7. Program Outputs (Five points possible)				
Program outputs should be specific and should provide a number of services provided. A plan to track or record output data must be outlined to receive full points.		X1		5 points possible
8. Program Outcomes (Five points possible)				
Program outcomes should show a clear measure of success AND a clear measure for tracking that success.		X1		5 points possible
Appendix C – Budget Narrative and Itemization Form				
9. BUDGET NARRATIVE AND ITEMIZATION FORM: (Five points possible)				
Budget appears to be well thought out and thorough. Costs are detailed and appropriate to the program. The budget should support the services outlined in the grant application.		X1		5 points possible
GRAND TOTAL EVALUATION POINTS	Total	/75		75 points possible

Evaluator Notes and Comments:



UTAH DEPARTMENT OF
**WORKFORCE
SERVICES**

Appendix A Grant Application Cover Page

English Language Learning (ELL) Program at the Humanitarian Center (HC)

Organization

Organization Legal Name: _____

Employer Identification Number (EIN): _____

Unique Entity Identifier (UEI) #: _____ Vendor Number _____

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

Proposed number of eligible refugees the organization will serve with this grant: _____

Total Grant Funds Requested in this application (Up to \$650,000): \$ _____ (This must match the **Total Category I, Category II, and Category III Expenses** in *Appendix C – Budget Narrative.*)

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 and Itemization Form

_____ Appendix D: FFATA Certification by the Subrecipient (not required for State Agencies and Component Units of the State)

Additional Documents to Attach

_____ Charitable Permit (if applicable)

_____ 501 (c)(3) Letter (if applicable)

_____ Federally Approved Indirect Cost Rate (if applicable)

_____ Form W-9 Request for Taxpayer Identification Number and Certification

Appendix B

Program Narrative

Department of Workforce Services (DWS)

ELL at the Humanitarian Center

Organization:

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

Section A: Program Services – Please select the service that will be provided under this grant. (Check the box that applies for the proposed program)

Check the service(s) the program will offer:

- **Primary Services** – (Organization must provide the following primary services):

English Language Learning (ELL)*

- **Secondary Services** – (If applicable, services may include the following):

ELL with workforce preparation skills*

Contextualized ELL with workforce preparation skills focused on Health, Transportation and Food Services*

Digital Literacy*

Life skills, financial literacy, GED preparation, Citizenship/Civic preparation

*Priority Points

- a. Priority points will be given to organizations that have detailed plans to teach ELL with general workforce preparation skills
- b. Priority points will be given to organizations that have detailed plans to teach ELL with career exploration and contextualized ELL with workforce preparation skills focused on Health, Transportation and Food Services
- c. Priority points will be given to organizations that have detailed plans to teach ELL with digital literacy component.

Section B: Answer the following questions about the services the organization will provide.

1. Provide a detailed description of the program. Include in the description answers to the following:

- a. What is the organization's plan to provide services in the most effective and efficient manner?
- b. How is the organization planning to include digital literacy component?
- c. Is the organization planning on having a program administrator present at the site? How many hours per day and how many days per week?

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

2. What experience does the organization have providing the proposed services?
a. Please detail experience in providing the services selected in Section A.

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

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

3. What experience does the organization have in providing services to refugees?

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

4. What experience does the organization have in providing contextualized English instructions with career and work preparation skills in the curriculum?

- a. What experience does the organization have in developing ELL curriculum, including workplace preparation and career exploration curriculum based on specific career clusters such as health, transportation, food services, etc.

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

5. What challenges does the organization foresee in the implementation of this program? What is the organization's plan to address these challenges?

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



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

Section C: Goals, Outputs, and Outcomes
Describe the goals, outputs, and outcomes for this program

Program Goals

What will the organization accomplish?

*(Goals should be **Specific**, **Measurable**, **Attainable**, **Relevant**, and **Timely**).*

Program Outputs

What are the projected program outputs?
How will this data be measured?

Program Outcomes

Based off the program services, what result(s) will indicate you have accomplished your goal(s)?
How will this data be recorded?

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

Appendix C
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:	
Budget Dates:	December 01, 2023 - November 30, 2024

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 award.
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	TANF Funds Requested	ORR 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 TANF Funds Requested	TANF Funds Requested	Itemized Details of CCDF Funds Requested	ORR 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>				

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

Professional Development & Training		-		-
Professional Fees & Contract Services (e.g. consultants, security)				
Space Costs (e.g. rent, lease)				
Travel & Transportation				
Utilities (consistent monthly utility charges - gas, water)				
Total Category I Indirect Expenses and Category II Direct Administrative Expenses				-
<i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15%.</i>				

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

Category III - Direct Program Expenses:				
Category III Program Expenses	Itemized Details of Grant Funds Requested	TANF Funds Requested	Itemized Details of Grant Funds Requested	ORR 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>				
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>				

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

		-		-
Staff Travel & Transportation				
Staff Development & Training				
TANF Eligibility Determination (\$27/eligibility determination)		-		
TANF Total Category III Program Expenses		-	ORR Total Category III Program Expenses	
TANF Total Category I, Category II and Category III Expenses		-	ORR Total Category I, Category II and Category III Expenses	
Total Combined Budget			Total Combined Budget	
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.				

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



FFATA CERTIFICATION BY THE SUBRECIPIENT

State of Utah
Department of Workforce Services
(Not required for State Agencies and Component Units)

Organization Name: _____

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a UEI number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

- NO: Skip to Attestation below
- YES: Continue, complete Executive Compensation and Attestation below

Executive Compensation

	Name	Title	Total Compensation Level*
1			
2			
3			
4			
5			

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards (CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the organization information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Executive Officer
or Designee, Signature: _____ Date: _____

Name and Title: _____

Equal Opportunity Employer/Program

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

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)(e), 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").
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 §200.214, 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 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

English Language Learning (ELL) Program at the Humanitarian Center

I. Purpose and Background

- A. The Department of Workforce Services (DWS) utilizes funds from the Office of Refugee Resettlement (ORR), Refugee Social Services (RSS) for singles, and couples without children and Temporary Assistance for Needy Family (TANF) to fund services for TANF eligible refugees. RSS funding supports employability and other services that address barriers to employment. The RSS program allocates formula funds to states to serve refugees who have been in the U.S. less than five (5) years. TANF is a Federal Block Grant awarded to states to provide the opportunity to develop and implement creative and innovative strategies and approaches to remove families from a cycle of dependency on public assistance and into work. TANF projects are required to meet one (1) of the four (4) purposes set by Federal TANF regulations. The TANF funded portion of this grant meets TANF Purpose 2, which is to “reduce the dependency of needy parents by promoting job preparation, work, and marriage” The fund helps refugees achieve their dreams and gain access to the family-sustaining employment necessary to succeed for generations to come.
- B. The Department of Workforce Services (DWS) is funding organizations to provide English Language Learners (ELL) programs to adult refugees (age 18 and over) at the Latter-Day Saint Humanitarian Center (HC). English Language Learners (ELL) services are critical to the refugee community. Many newly arrived refugees do not have the appropriate education or basic skills to function effectively in mainstream America. Increasing functional and workforce preparation English helps promote job preparation and integration into the mainstream community. Adult Education programs across the state of Utah have a collective mission to provide transformative, learner-centered, high-quality, evidence-based education that leads to sustainable employment and personal success. To further that mission, the Utah State Board of Education (USBE)The Church of Jesus Christ of Latter-Day Saints, and the Refugee Services Office (RSO) are collaborating to ensure that students are receiving contextualized English instruction with workforce preparation skills infused in the curriculum for three specific occupational clusters, including transportation, health, and food service. These courses should be created for multi-level classrooms with students ranging across many levels of English language ability. The goal of this project is to develop a model for contextualized English language instruction that can be adapted to other English language acquisition programs across the state. This will drive outcomes towards workforce readiness and self-reliance. By leveraging the strengths and braiding the services of each provider, the clients served by all will receive an exponential return through aggregate product delivery and streamlined service reconciliation.

II. Eligibility Requirements

- A. Contractor shall:
1. Determine TANF Eligibility, required for TANF services, under TANF Purpose 2:

- a. Families receiving services must be at or below 200% of the Federal Poverty Level (FPL).
- b. Families receiving services must have an eligible child under the age of 18 living in the household.
- c. Programs are responsible for verifying eligibility by filling out Form 300 and Form 115C (see *Attachment K - TANF Needy Family Eligibility Form, 300* and *Attachment J - Release/Disclosure of Information & Consent for Coordinated Services, 115C*).
- d. Adhere to the requirements set forth in *Attachment M – Information Sharing Agreement*.
- e. Follow the TANF eligibility verification process located at <https://jobs.utah.gov/services/tevs/tanfcontract.html>.
- f. Enter customer information into the TANF Eligibility Verification System (TEVS) at least weekly, using the form 300.
- g. Maintain student files for TANF eligible families to include:
 - 1) TANF Eligibility Form 300 (see *Attachment K - TANF Needy Family Eligibility Form*).
 - 2) Release of Information Form 115C (see *Attachment J - Release/Disclosure of Information & Consent for Coordinated Services, 115C*).
 - 3) Picture ID of parent or adult caretaker.
 - 4) Contractor shall have system access to eShare for the purpose of determining TANF eligibility (see *Attachment M – Information Sharing Agreement*).
 - 5) Income verification:
 - a) myCase or eShare printout for the current benefit month or
 - b) a monthly benefit approval letter or
 - c) Income documentation for the month prior to signing Form 300, copies of Social Security cards for ALL family members included in the TANF Needy Family household, and documentation to establish family composition Note: For assistance with TANF eligibility see available resources at <https://jobs.utah.gov/services/tevs/tanfcontract.html>
 - i. Contractor employees accessing eShare must complete and comply with *Attachment L – DWS 3rd Party Access Request Form*.
- h. Eligibility for DWS referred students shall be determined by the DWS staff and provided by email. A copy of the TANF eligibility confirmation email shall be stored in each client file.
- i. Eligibility for non-DWS referred students shall be determined by the Contractor . Determine ORR-RSS Eligibility, required for services under ORR-RSS funding.
2. Determine ORR-RSS Eligibility, required for services under ORR-RSS funding.
 - a. Ensure non-TANF refugees receiving services under this agreement meet the criteria for ORR eligibility:
 - 1) Pursuant to 45 CFR Part 400, Office of Refugee Resettlement (ORR)-funded services are limited to those refugees and ORR-eligible populations who meet the immigration status and identification requirements in Subpart D of part 400. Service providers must obtain the appropriate documentation prior to providing services.

- 2) Ensure refugees receiving services under this Agreement meet the immigration status and identification criteria as well as Federal regulation 45 CFR 400.152(b), which limits refugee services provided by federal refugee funding to refugees who have been eligible for ORR services to 60 months (5 years) from their date of eligibility under refugee status, except for citizenship and naturalization preparation and referral and interpretation services.

III. Contractor Responsibilities

A. ELL Program at the HC

1. Provide eight (8) hours of ELL instruction per day (divided equally into two (2) four (4) hour cohorts) five (5) days a week year-round, which runs consecutively with the HC work skills program.
 - a. Provide daily instruction in six (6) leveled groups: Level 1, Level 2, Level 3, Level 4, Level 5, and Level 6
 - b. One (1) to three (3) hours of level-specific functional English instruction based on the student level and needs
 - c. One (1) hour of multi-level contextualized English instruction with workforce preparation skills infused in the curriculum for the following occupations:
 - 1) Health
 - 2) Transportation
 - 3) Food Services
 - d. One (1) hour of multi-level workplace readiness instruction, which can include:
 - 1) Workforce preparation skills
 - 2) Career exploration
 - 3) Digital literacy
 - 4) Life skills
 - 5) Financial literacy
 - 6) GED preparation
 - 7) Citizenship or Civic preparation
 - 8) Other topics as agreed upon between the provider, DWS and HC
 - e. Schedule classes in conjunction with the HC work skills program
 - f. This is a year-round, 12-month program.
 - g. The class schedule would be in alignment with the HC business and holiday schedules.
 - h. The ELL provider will be responsible for providing a substitute when the regular ELL teacher is not available.
2. Language Development
 - a. Contractor will integrate all four domains of language development (speaking, listening, reading, and writing) while providing students with a platform for accessing, and most importantly, practicing authentic communications.
 - b. Providing instruction in the acquisition of English oral and written language skills, including workplace language literacy.
 - c. Assisting refugees with achieving self-sufficiency by teaching the language skills necessary to find and maintain jobs, increase employability, and reduce dependency on public assistance.
 - d. Incorporating career education as part of the curriculum for all ELL levels.

3. Career Clusters
 - a. Develop and deliver contextualized English instruction with workforce preparation skills infused in the curriculum for the following occupations:
 - 1) Health
 - 2) Transportation
 - 3) Food Services
4. Curriculum Development
 - a. Develop a curriculum that is contextualized to the transportation, health, and food services sector.
 - 1) The curriculum will provide students the opportunity to explore a specific occupational cluster, including all critical vocabulary needed for an entry level job in the occupational cluster. Ideally, the curriculum would be discrete enough that students could enter at any point in the class. For instance, if orientation is held each week on a Monday, the student could enter the class on a Tuesday of any week and be able to continue without issues.
 - 2) The curriculum will include formative assessments that can be used to track student progress and will align with National Reporting System (NRS) and Utah State Board of Education (USBE)-approved assessments.
 - 3) The curriculum will include digital tools that will increase student's digital literacy skills.
 - 4) Develop materials that are engaging and relevant to learners' needs and interests. Additional materials and resources that support the delivery of the curriculum, including worksheets, activities, and assessments.
 - 5) Blend language and employment competencies.
 - b. Build a competency-based certification model.
 - c. Develop a teacher's guide that provides guidance on how to deliver the curriculum and support learners' progress.
 - d. Assess and evaluate learners' progress throughout the course of the curriculum.
5. Employment
 - a. In addition to the job readiness and placement services provided through DWS Refugee Services and HC, Contractor will provide Job Specific training to help provide students with an additional focus on executive functioning skills such as attendance, punctuality, personal hygiene, interpersonal skills and workplace standards and norms.
6. Digital Literacy
 - a. The provider will integrate digital literacy instruction into the curriculum, as well as develop the skills necessary for job searching and job readiness.
7. Participation Requirements
 - a. Meet participation requirements for public assistance programs, childcare, and transportation by providing between 20 and 40 hours of ELL instruction each week.
 - b. Receive program referrals from students, Employment Counselors, resettlement agencies, refugee community organizations, and other Grantees.
 - c. DWS - Work closely with Employment Counselors, Contract Owner, and other DWS staff.

- 1) Share student progress with referring Employment Counselor by phone or email. The communication may include the customer's name, DWS case number, and information regarding student progress.
 - 2) Contact referring Employment Counselor if student misses more than three (3) days or drops out. This communication may be by phone or email and may include the customer's name, DWS case number, and information regarding the customer's absence.
- d. If the student is referred by case management agency
- 1) Share student progress with a referring agency by phone or email. The communication may include the customer's name, DWS case number, and information regarding student progress.
 - 2) Contact Case Manager if a student misses more than three (3) days or drops out. This communication may be by phone or email and may include the customer's name, DWS case number, and information regarding the customer's absence.
- e. Other Grantees
- 1) Demonstrate progress towards functional employment English.
 - 2) Develop and maintain the ELL Pathway.
 - 3) Receive referrals from other ELL levels and programs.
 - 4) Provide referrals to other ELL levels and programs.
 - 5) Assist in the student's level transition from one Grantee to another.
 - 6) Additional partners as outlined in this Scope of Work or developed in the ELL Pathway.
 - 7) Information obtained under this Agreement 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 Agreement.
8. Assessment and Testing
- a. Administer assessment and testing.
 - b. Collect and record assessment data for each refugee that indicates an initial Educational Functioning Level (EFL) and data that demonstrates progress throughout the time the refugee is receiving ELL services.
 - c. Administer pre and post testing or assessments to determine progress.
 - d. Utilize common testing and assessment tools that are appropriate for refugee learners and track progress throughout the duration of the program.
9. Program Operation
- a. Recruit and retain certified ELL instructors, on-site administrator, and support staff. Recruit and retain volunteer aides to provide individualized instruction, as needed.
 - b. In the case of future research and evaluation recommendations, these services may be adjusted with mutual agreement between DWS and Grantee with approval of DWS.
 - c. Access all programs offered to students enrolled in Contractor's main campus program.
 - d. List each job posting for all employment opportunities within their organization with the Department of Workforce Services during the funding period.

- e. Assist clients with registering for work on jobs.utah.gov and providing them with a Job Seeker Quick Start Card.
- f. Contractor and DWS will continue on an ongoing basis to evaluate occupational English practices over the course of the contract to ensure the curriculum is based on relevant instruction strategies.
- g. Adhere to Attachment A – Department of Workforce Services (DWS) Grant Terms and Conditions.
- h. Maintain on file a signed copy of Attachment G – ORR Federal Lobbying Restrictions.
- i. Maintain on file signed copies of the following attachments for all staff or customers participating in this Agreement:
 - 1) Attachment E – Non-Disclosure Agreement.
 - 2) Attachment D – Code of Conduct.
 - 3) Attachment F – Criminal Background Check Requirement for Grantees & Contractors Providing Services to DWS Customers, Minors, or Vulnerable Adults.
 - 4) Attachment J – Release/Disclosure of Information & Consent for Coordinated Services 115C.

IV. DWS Responsibilities

- A. DWS shall provide funding for this program.
- B. DWS shall provide technical assistance with the project as requested or needed.
- C. DWS shall submit the required financial and progress reports to ORR based on the reports and invoices submitted by the Contractor.

V. Outputs and Outcomes

- A. DWS and Contractor collaboratively develop and revise outcomes to best serve the refugee community.
 - 1. Meet projected outcomes:
 - a. 70% of students will show gains in NRS and USBE-approved assessment.
 - b. 50% of students in each level will obtain a level gain during the 12-month program year.
 - c. 50% of students in Levels 1 and 2 will move to Levels 3 or higher during the 12-month program.
 - d. 100% of the students in the program will attend a monthly orientation class provided by RSO within the thirty (30) days of their start in the program to help clients understand and self-select career cluster ELL pathway.
 - e. 90% of ELL level 3-6 students will receive a referral and an appointment with DWS Employment Counselor, Afghan Training Specialist or Upward Mobility Specialist.
 - 2. Report on following outputs:
 - a. Total number of students served in the ELL program during each semester.
 - b. Total number of students served per level.
 - c. Number of students' pre-and-post tested.
 - d. Average student attendance during each semester.

- e. Number of students who have completed the pre- and post-assessment during each semester.
- 3. Total refugee students served, up to 200 at a time.
- 4. Utilize a data collection system to track and report on student progress.
 - a. Track testing information in the State’s adult education information database.
 - b. Track correlations between the following sets of criteria and determine benchmarks for development of appropriate future output goals.
 - 1) Level 1 literacy upon entry, and language growth in each of the four domains, as well as composite.
 - 2) English placement score upon entry, and language growth in each of the four domains, as well as composite.
 - 3) Hour of instruction and language growth in each of the four domains, as well as composite.

VI. Reporting Requirements

- A. Contractor shall submit the following to DWS:
 - 1. ORR-6 Schedule A (provided by DWS)
 - 2. Customer information via the Refugee Partner Portal

Reporting Period	Report Due
December 01, 2023 – March 31, 2024	April 15, 2024
April 01, 2024 – September 30, 2024	October 15, 2024
October 01, 2024 – November 30, 2024	November 30, 2024

- a. Annual Service Plan reports due to DWS-RSO:

Reporting Period	Report Due
October 01, 2024 – November 30, 2024	October 15, 2024

VIII. Orientation

Grant administrator, fiscal manager, and all other applicable staff shall attend a grant orientation meeting within one (1) month after the contract is executed.

IX. Oversight

- A. Programs shall ensure proper administrative and accounting procedures are followed.
- B. Grantee may not subcontract with another organization for administration of the program or to provide English Language Learners instruction. Subcontracting may occur to provide additional resources. Any such subcontracts shall include provisions for the collection of outcome data and reporting.
 - 1. Subcontracts for client services shall have DWS written approval.

X. Monitoring Requirements

- A. Monitoring shall be conducted by DWS to determine compliance with this grant. The frequency of monitoring shall be at the discretion of DWS.
- B. Monitoring may include, but is not limited to, site visits, technical assistance, desk reviews, expenditure document review, or monitoring by a third party.

IX. Outcome and Result Validation

Outcome results reported by the Grantee will be verified and validated during the monitoring process or desk review by utilizing 10% or higher case sample, with a minimum of ten (10) and a maximum of 60 or all if less than ten (10).

VII. Information Sharing

A. eShare

1. DWS will provide Grantee with the following:
2. Access to use the DWS eShare system to verify current public assistance benefits that may include Financial, Food Stamps and Medical programs for the sole purpose of determining TANF eligibility. The eShare system will search the following client data element:
 - a. Benefit Issuance Screen
 - 1) Benefit month
 - 2) Benefit issuance date
 - 3) Benefit amount
 - 4) Benefit status
 - b. Benefit Issuance Screen Continued
 - 1) The household names
 - 2) PID
 - 3) Age of each household member
 - 4) Relationship
3. eShare search results will be provided for the data elements listed above, based on the public assistance benefits for each client searched.
4. Grantee will be provided access to TEVS to enter customer information.

B. Data Transmission

1. As needed, Contractor will send requests for further clarification regarding TANF status and program eligibility for high-risk youth through a Secure File Transfer Protocol (SFTP). Grantee must first request the SFTP, and then provide the following information through that SFTP to designated individuals at DWS:
 - a. Customer full name
 - b. TANF eligibility
 - c. Case number
 - d. Personal Identification Number
 - e. Customer age
 - f. Justification statement for participation
2. In cases where the individual refugee participant's information, documentation, or status verification is lost, missing, damaged, and if the information is available in eShare:
 - a. DWS will provide the date of entry of the refugee participants for verification status.
 - b. DWS will notify the contractor of the participant's alien status and their verification.
 - c. Contractor will archive the verification status documentation in the participants file for monitoring purposes.

C. Refugee Partner Portal

1. DWS and Grantee will share data on customers served in common and are recognized by the unique identifier.
2. The RSO and the Grantee shall utilize a joint data system to record information on refugees participating in the program. Grantee shall comply with the requirements for accessing the Refugee Partner Portal as set forth in *Attachment M – Information Sharing Agreement*.
 - a. DWS and Grantee will share data on customers served in common and are recognized by the unique identifier.
 - b. Grantee shall provide DWS with the following information for individuals via the Refugee Partner Portal:
 - 1) Demographic Data
 - a) A Number
 - b) Customer Name (First, Middle Initial, Last)
 - c) Date of Birth
 - d) Gender
 - e) Full Address
 - f) Nationality
 - g) Refugee Type
 - h) Date of US Arrival or Date status granted for other immigration types
 - i) Utah Arrival Date
 - j) Migration Status
 - k) Date of Migration
 - c. Case Information:
 - 1) Start Date
 - 2) End Date
 - 3) Student Funding Source
 - 4) Training Name
 - 5) Training Start Date
 - 6) Training End Date

X. Budget and Expense Reimbursement

A. Contractor shall:

1. Cover all expenses over the negotiated budget amount.
2. Submit requests for reimbursement using the reimbursement-billing template provided by DWS. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
3. Provide all billing and client engagement data to DWS no later than 20 days after the end of the quarter and after services have been rendered and no later than the end of that month.
 - a. Fiscal Year closure invoices must be provided by July 15.

D. TANF Allowable and Non-Allowable Costs

1. Any use of Federal TANF funds shall be consistent with TANF purposes and applicable TANF rules. Any costs charged to the TANF program shall be necessary, reasonable, and allocable to the program. Possible allowed costs under TANF are specified in *Attachment I - Appropriate Uses of TANF Funds*. Some allowed costs

listed on *Attachment I – Appropriate Uses of TANF Funds* may not be appropriate for this grant.

2. Activities or services that will not be considered as an allowable cost in award of funds are:
 - a. Building alterations, renovations, construction, maintenance, or repair.
 - b. Purchase of furniture or equipment.
 - c. Land improvement, maintenance, repair, or upkeep.
 - d. Other disallowed costs are listed on *Attachment L - Appropriate Uses of TANF Funds*.

XIV. Interpretation

- A. Interactions requiring DWS interpretation services will be provided, and cost accrued by DWS.
- B. Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80 clarify that no person in the U.S. shall be discriminated under, excluded from, or denied benefits under a program that receives Federal financial assistance based on the grounds of race, color, or national origin. ORR grantees and sub-recipients must comply with Title VI of the Civil Rights Act of 1964 and provide meaningful access of services to Limited English Proficient clients.
- C. Ensure refugees receiving services under this Agreement receive language assistance services so that clients have meaningful access to services.
- D. Document each instance in which interpretation services are utilized in client communications. At minimum, this should include client name, date, service provided, interpretation format, and interpreter badge number if applicable.

XV. Social Security Numbers

In cases where the social security number is collected, it will be used for programs and services other than those funded by Office of Refugee Resettlement (ORR). Social security numbers are not required for ORR funded programs and will not be used to determine eligibility for cases funded by ORR.

Attachment C:

ELL GUIDELINES

	Speaking and Listening Skills	Reading and Writing Skills	Functional and Workplace Skills
<p>ELL 1</p> <p>Beginning ESL Literacy</p> <p>CASAS <180</p>	<p>Individual cannot speak or understand English, or understands only isolated words or phrases.</p>	<p>Individual has no or minimal reading or writing skills in any language. May have little or no comprehension of how print corresponds to spoken language and may have difficulty using a writing instrument</p>	<p>Individual functions minimally or not at all in English and can communicate only through gestures or a few isolated words, such as name and other personal information; may recognize only common signs or symbols (e.g., stop sign, product logos); can handle only very routine entry-level jobs that do not require oral or written communication in English. There is no knowledge or use of computers or technology</p>
<p>ELL 2</p> <p>Low Beginning ESL</p> <p>CASAS 181-190</p>	<p>Individual can understand basic greetings, simple phrases and commands. Can understand simple questions related to personal information, spoken slowly and with repetition. Understands a limited number of words related to immediate needs and can respond with simple learned phrases to some common questions related to routine survival situations. Speaks slowly and with difficulty. Demonstrates little or no control over grammar.</p>	<p>Individual can read numbers and letters and some common sight words. May be able to sound out simple words. Can read and write some familiar words and phrases, but has a limited understanding of connected prose in English. Can write basic personal information (e.g., name, address, telephone number) and can complete simple forms that elicit this information</p>	<p>Individual functions with difficulty in social situations and in situations related to immediate needs. Can provide limited personal information on simple forms and can read very simple common forms of print found in the home and environment, such as product names. Can handle routine entry-level jobs that require very simple written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge and experience with computers.</p>
<p>ELL 3</p> <p>High Beginning ESL</p> <p>CASAS 191-200</p>	<p>Individual can understand common words, simple phrases, and sentences containing familiar vocabulary, spoken slowly with some repetition. Individual can respond to simple questions about personal everyday activities, and can express immediate needs, using simple learned phrases or short sentences. Shows limited control of grammar.</p>	<p>Individual can read most sight words and many other common words. Can read familiar phrases and simple sentences but has a limited understanding of connected prose and may need frequent rereading. Individual can write some simple sentences with limited vocabulary. Meaning may be unclear. Writing shows very little control of basic grammar, capitalization and punctuation and has many spelling errors.</p>	<p>Individual can function in some situations related to immediate needs and in familiar social situations. Can provide basic personal information on simple forms and recognizes simple common forms of print found in the home, workplace, and community. Can handle routine entry-level jobs requiring basic written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge or experience using computers.</p>
<p>ELL 4</p> <p>Low Intermediate ESL</p> <p>CASAS 201-210</p>	<p>Individual can understand simple learned phrases and limited new phrases containing familiar vocabulary spoken slowly with frequent repetition; can ask and respond to questions using such phrases; can express basic survival needs and participate in some routine social conversations, although with some difficulty; and has some control of basic grammar.</p>	<p>Individual can read simple material on familiar subjects and comprehend simple and compound sentences in single or linked paragraphs containing a familiar vocabulary; can write simple notes and messages on familiar situations but lacks clarity and focus. Sentence structure lacks variety but shows some control of basic grammar (e.g., present and past tense) and consistent use of punctuation (e.g., periods, capitalization).</p>	<p>Individual can interpret simple directions and schedules, signs, and maps; can fill out simple forms but needs support on some documents that are not simplified; and can handle routine entry-level jobs that involve some written or oral English communication but in which job tasks can be demonstrated. Individual can use simple computer programs and can perform a sequence of routine tasks given directions using technology (e.g., fax machine, computer).</p>
<p>ELL 5</p> <p>High Intermediate ESL</p> <p>CASAS 211-220</p>	<p>Individual can understand learned phrases and short new phrases containing familiar vocabulary spoken slowly and with some repetition; can communicate basic survival needs with some help; can participate in conversation in limited social situations and use new phrases with hesitation; and relies on description and concrete terms. There is inconsistent control of more complex grammar.</p>	<p>Individual can read text on familiar subjects that have a simple and clear underlying structure (e.g., clear main idea, chronological order); can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraphs with main idea and supporting details on familiar topics (e.g., daily activities, personal issues) by recombining learned vocabulary and structures; and can self and peer edit for spelling and punctuation errors.</p>	<p>Individual can meet basic survival and social needs, can follow some simple oral and written instruction, and has some ability to communicate on the telephone on familiar subjects; can write messages and notes related to basic needs; can complete basic medical forms and job applications; can handle jobs that involve basic oral instructions and written communication in tasks that can be clarified orally. Individual can work with or learn basic computer software, such as word processing, and can follow simple instructions for using tech.</p>

	Speaking and Listening Skills	Reading and Writing Skills	Functional and Workplace Skills
ELL 6 Advanced ESL CASAS 220+	Individual can understand and communicate in a variety of contexts related to daily life and work. Can understand and participate in conversation on a variety of everyday subjects, including some unfamiliar vocabulary, but may need repetition or rewording. Can clarify own or others' meaning by rewording. Can understand the main points of simple discussions and informational communication in familiar contexts. Shows some ability to go beyond learned patterns and construct new sentences. Shows control of basic grammar but has difficulty using more complex structures. Has some basic fluency of speech.	Individual can read moderately complex text related to life roles and descriptions and narratives from authentic materials on familiar subjects. Uses context and word analysis skills to understand vocabulary, and uses multiple strategies to understand unfamiliar texts. Can make inferences, predictions, and compare and contrast information in familiar texts. Individual can write multiparagraph text (e.g., organizes and develops ideas with clear introduction, body, and conclusion), using some complex grammar and a variety of sentence structures. Makes some grammar and spelling errors. Uses a range of vocabulary	Individual can function independently to meet most survival needs and to use English in routine social and work situations. Can communicate on the telephone on familiar subjects. Understands radio and television on familiar topics. Can interpret routine charts, tables, and graphs and can complete forms and handle work demands that require nontechnical oral and written instructions and routine interaction with the public. Individual can use common software, learn new basic applications, and select the correct basic technology in familiar situations.

Typical ELL Progress

Emergent Reader — Adults in this category begin at ELL 1 and may require two to three years of intensive English study (15 hours per week or more) in order to move to ELL 2. Individuals in the Emergent Reader category who are young, motivated, and actively participating in intensive education programs for 3-5 years may reach ELL 2 or ELL 3.

English One — Adults in this category begin at ELL 1 or 2 and would be likely to progress one to two levels with each year of intensive education. Individuals in the English One category who are motivated and actively participating in intensive education programs for 3-5 years may reach ELL 5 or 6. Those participating in less intensive education programs (less than 10 hours per week) would be likely to progress more slowly, and may reach ELL 5 or 6 with 5-10 years of study.

English Plus — Adults in this category begin at ELL 3, 4, or 5 and would be likely to progress one to two levels with each year of intensive education. Individuals will progress more quickly in an intensive education program, or at a slower pace in a less intensive program. A motivated adult in this category who begins at ELL 3 or 4 could reasonably be expected to achieve ELL 5 or 6 with 1-2 years of intensive study or 2-5 years of less intensive study. After an individual achieves ELL 5 or 6, he or she can begin GED or Adult High School Completion programs. After achieving ELL 5 or 6, a student with no previous high school experience may require 3-5 years of intensive study to complete GED or AHSC. A student with high school experience in their native language may be able to complete GED or AHSC much more quickly.

U.S. High School Grad — This category includes young adults between the ages of 18 and 25 who have earned a High School diploma from an American high school. They would normally test at ELL level 5 or 6 in their English ability. (Young adults who do not speak English well and who have not obtained a diploma from a US High School would be considered in one of the other categories above). If a student in this category has a diploma, but does not have the skills to succeed in college level classes, they may need to take 1-2 years in preparation classes at SLCC to become college ready.

Professional - Adults in this category may begin at ELL 1, 2, 3, 4, 5, or 6. Because of their high level of education in their previous country, individuals in this category usually move from one level to the next quite quickly. It would be reasonable for an adult in this category to progress 2-3 levels per year in an intensive education program, or 1-2 levels per year in a less intensive education program.

Note: Factors such as age, mental health, and family stability play a large role in a person's ability to focus and succeed in language learning. Older students or those dealing with health or family challenges will usually need extra time to make progress in English ability.

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 includes, 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

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 E

CRIMINAL BACKGROUND CHECK REQUIREMENT 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) 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).
 2. 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 www.fbi.gov under the services section.

- 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 62A, Utah Human Services Code, Chapter 5, Services for People with 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 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
 - 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 G

ORR Federal Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Organization

Title



State of Utah
Department of Workforce Services

**Attachment _____: FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: _____

Federal Award Identification Number (FAIN): _____

Federal Awarding Agency: _____

Federal Award Issue Date: _____ Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: _____

Project name and description:

Start date of award: _____ End date of award: _____

Amount of federal funds obligated by this action: _____

Total amount of federal funds obligated: _____

Total amount of the federal award committed: _____

Subrecipient has a: Federal NICRA: Yes No **-OR-** de Minimis: Yes No

Indirect Cost Rate: _____

Indirect Cost Rate Base:

SUBRECIPIENT INFORMATION

UEI number: _____

Name of Subrecipient: _____

Business Address: _____

City: _____ State: _____ Zip+4: _____

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

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

Attachment I Appropriate Uses of TANF Funds

Updated 7/2021

The TANF program provides funding for a wide variety of employment and training activities, supportive services, and benefits that will enable clients to get a job, keep a job, and improve their economic circumstances. As a general rule, grantees must use the available funds to assist eligible, needy families with a child and to accomplish one of the four purposes of the TANF program:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.
2. Reduce the dependency of needy parents by promoting job preparation, work and marriage.
3. Prevent and reduce the incidence of out-of-wedlock pregnancies.
4. Encourage the formation and maintenance of two-parent families.

Any use of Federal TANF funds must be consistent with TANF purposes and allowable TANF rules. Any costs charged to the TANF program must be necessary, reasonable, and allocable to the program. For more details and additional guidance, refer to Office of Management and Budget (OMB) cost principles in UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR 200. The following list identifies **some** possible uses of TANF funds.

Allowed	Disallowed
<ul style="list-style-type: none"> • Administrative Expenditures • Advertising and public relations • Audit costs and related services • Bonding costs • Communication costs (<i>i.e. telephone services, postages, electronic or computer transmittal services</i>) • Compensation (<i>salaries, wages, fringe benefits, pension, retirement benefits, severance pay</i>) • Eligibility determination (<i>i.e. completing forms, gathering documentation</i>) • Equipment (<i>i.e. office equipment, furnishings, HVAC copiers, IT equipment and systems</i>)** • Food Service costs (<i>i.e. catered meals for trainings, meetings or conferences</i>) ** • Indirect Costs • Insurance and indemnification • Maintenance and repairs (<i>i.e. vehicles, buildings, security, janitorial, upkeep of grounds</i>) • Materials and supplies • Meetings and conferences • Memberships (<i>i.e. business, professional organizations</i>) • Professional services • Publication and printing • Rental costs of building and equipment • Training and education for staff • Transportation costs for staff • Travel (<i>i.e. airfare, lodging, transportation, meals</i>) • Incentives ** <p>** Must be preapproved by the TANF Administrator and require additional justification.</p>	<ul style="list-style-type: none"> • Alcoholic Beverages • Alumnae activities • Bad debts (<i>i.e. contractor debts, uncollectable accounts, collection costs, legal costs</i>) • Building purchases, facilities, land or real estate • Capital expenditures (<i>unit cost of \$5,000 or more</i>) • Construction (<i>i.e. new buildings, remodeling, renovation</i>) • Cost incurred in criminal and civil proceedings • Contributions or donations rendered • Employee morale/team building • Entertainment (<i>i.e. amusement, diversion, entertainers, social activities, tickets to shows, sports events, meals, lodging, gratuities</i>) • Entertainment related food services costs (<i>i.e. catered parties or holiday parties for staff or clients, award dinners, Mother's Day lunch at a local restaurant, catered lunch for Grand Opening events</i>) • Fines and penalties • Fund raising (<i>i.e. financial campaigns, endowment drives, solicitation of gifts and bequest</i>) • Goods or services for personal use • Idle facilities or idle capacity (<i>i.e. unused facilities and cost associated</i>) • Medical Services • Prescriptions or Copays • Participant gifts • Mortgage payments • Vehicle purchases • Stipends and honorariums • Supplanting • Foreign travel • Gift cards

The following items provided to participants require TANF eligibility determination regardless of the TANF purpose the contract is under:

Basic needs (*i.e. food, clothing, and shelter*)

Subsidized wages for participants

Post-secondary, occupational, vocational or basic education training for participants and transportation costs for participants.

Attachment K



State of Utah Department of Workforce Services

TANF NEEDY FAMILY ELIGIBILITY FORM

Case/PID # if applicable) _____

Section 1: Household information. There must be a dependent child under age 18 living in the home. A Social Security number is a condition of eligibility for assistance required by section 1137 of the Social Security Act. Services will not be delayed or discontinued pending the issuance or verification of a Social Security number, if the applicant has documented application for one. Social Security numbers must be provided for all individuals included in the TANF Needy Family household size. **For more information please access the TANF contractor website at <http://jobs.utah.gov/services/tevs/tanfcontract.html>**

PLEASE USE A BLACK BALL POINT PEN TO COMPLETE FORM

Parent or relative caretaker name (first, middle initial, last)		Social Security number
Address		Utah resident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of birth (MM/DD/YYYY)		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
		Alien registration number: _____
		Date of Entry: _____
Spouse or relative caretaker name (first, middle initial, last)		Social Security number
Date of Birth (MM/DD/YYYY)		Utah resident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Entry		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
		Alien registration number: _____
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male
Dependent Child Name (First, M.I., Last)		Social Security #
Date of birth (MM/DD/YYYY)		Alien Registration number: _____
		Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male

A proud partner of the  americanjobcenter®network

Section 2: Mark all services the customer is receiving. If any of these services are marked, the family may meet the income eligibility requirement. Documentation must be provided for all services marked. If no services are marked move to Section 3.

<input type="checkbox"/> CHIP (Children’s Health Insurance Program) Plan A, B, or C <input type="checkbox"/> Any of the following Family Medicaid Programs: Child Medicaid, 12 Month Transitional Medicaid, Medically Needy Family, Medically Needy Child, Pregnant Woman or Medically Needy Pregnant Women <input type="checkbox"/> Food Stamps	<input type="checkbox"/> Refugee Cash Assistance <input type="checkbox"/> Family Employment Program (FEP) <input type="checkbox"/> Family Employment Program (FEP) Diversion <input type="checkbox"/> TANF (Temporary Assistance for Needy Families) Non-FEP Training <input type="checkbox"/> Women, Infant & Children (WIC) Food & Nutrition Service
---	--

Section 3: Income Guidelines. All parent or relative caretaker income is counted even if the parent or relative caretaker is not eligible to be included in the household size.

Does the family meet the income requirement of the contract or service being provided? Yes No
 (Refer to Policy, Charts and Tables, Table 13 – Income Guidelines:
http://jobs.utah.gov/infosource/EmploymentBusinessManual/Tables/Table_13_Income_Guidelines_TANF_Needy_Family.htm)

Monthly Gross Income of Parent(s) or Relative Caretaker(s) \$ _____
 (Refer to Policy at above web address, Section 720-5, Sources of Includable and Excludable Income)

**Note: Use prior one full month of gross income and provide documentation of that income in case file.*

I attest the information I have provided above is accurate.

 Applicant Signature Date

I attest the information provided by the customer is accurate to the best of my knowledge.

 Contractor Signature Date

Note: If any required information is incomplete or incorrect, the customer is not eligible for TANF Needy Family funding.

If you do not agree with the decisions made regarding your case, you may request a Fair Hearing with an impartial Hearing Officer verbally or in writing, by contacting either your contract service provider, or contacting the Department of Workforce Services at 1-877-837-3247 or <http://jobs.utah.gov/appeals/filingpublic.html>

Contractor will enter required customer information into the TANF Eligibility Verification System (TEVS) at least weekly, using the Form 300. Access the TEVS website at: <http://jobs.utah.gov/jsp/tevs/>

Form 300 information has been entered into TEVS for all customers with Social Security numbers.

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



INSTRUCTIONS FOR FORM 300 TANF Needy Family Eligibility Form

Purpose: Form 300 is to be completed by all contractors who determine eligibility for services they provide to TANF Needy Families. Documentation substantiating eligibility must be present in the file for each family member included in the TANF Needy Family household. Attach an additional Form 300 if needed for more than four dependent children.

Preparation: Contracts must clearly state any other eligibility factors and documentation required in order for the family to receive the service.

Case/PID may not apply for families not receiving DWS services.

Section 1: Families must have at least one US citizen or eligible alien in the TANF Needy Family household to be eligible for TANF funded services. A household unit includes eligible parents or relative caretaker(s) and their eligible dependent children under the age of 18 living in the home. Documentation of citizenship or immigration status and relationship for all parents or relative caretakers and their dependent children included in the TANF Needy Family household on Form 300 must be present in the case file. Refer to Table 9 for acceptable documentation.

Only enter eligible family members' information on Form 300.

The family must declare they are or intend to be a resident of Utah.

Skip to Section 3 if customer does not currently receive any of the services listed in Section 2

Section 2: Mark services the customer is receiving. Acceptable verification includes current letters or notices showing current eligibility status. All services marked must have documentation of receiving those services included in the case file.

Section 3: Complete Section 3 if customer is not receiving any services listed in Section 2, showing the Gross Monthly Income from the previous one full month. All income is counted. Acceptable verification includes a statement from the employer, copies of check stubs, or other documentation of previous one full month's income. Refer to Table 13 for income guidelines.

The contractor will enter required TANF Needy Family information into TEVS. A DWS employee will retrieve the information from TEVS and complete the required eShare query for the household. The contractor will be notified if additional information from the customer is required or if a family member is no longer eligible for the TANF Needy Family service. Refer to procedure, TANF Needy Family - Using the TANF Eligibility Verification System (TEVS) for Contracted Service.

The contractor will mark the check box at the bottom of Form 300 when required TANF Needy Family information has been entered into TEVS.

Applicant's Signature: The customer must sign indicating the information given is correct.

Signatures: The contractor who is determining eligibility must sign and date the form.

Distribution: Original filed in the case record

Retention: Three (3) years



Attachment L
State of Utah
Department of Workforce Services
DWS 3RD PARTY ACCESS REQUEST FORM

Complete the User Information, sign and return to the DWS Contract Owner at:

Email of Contract Owner _____

INFORMATION ACCESS (Completed by DWS and DTS)

3 rd Party Agency Contract or Agreement Number: _____			
Contract Dates: Start Date: _____		End Date: _____	
RSA Token: _____		Profile (DTS): _____	
		Profile (DTS): _____	
REQUESTED ACCESS			
<input type="checkbox"/> AUDITOR	<input type="checkbox"/> AWARE	<input type="checkbox"/> CONTENT NAVIGATOR IMAGING VIEW	
<input type="checkbox"/> EREP (STATE Agency Only)	<input type="checkbox"/> ESHARE	Role: _____	
<input type="checkbox"/> UI UNEMPLOYMENT TRANSACTIONS:	<input type="checkbox"/> WBPS	<input type="checkbox"/> WAGE	<input type="checkbox"/> CATS LABOR
	<input type="checkbox"/> CATS	<input type="checkbox"/> CATS EMPLOYEE	
<input type="checkbox"/> UWORKS:			
Job Title: _____		Office: _____ Team: _____	
Desktop User Name: _____			
<input type="checkbox"/> OTHER SPECIAL ACCESS: _____			
Special instructions/comments: _____			

USER INFORMATION (Complete All Fields)

Agency Name: _____

Effective Dates: Start Date: _____ End Date: _____

First Name: _____ Last Name: _____

Work Phone: _____ Organization Email: _____

Office Location: _____

Last 4 digits of SSN (leave blank if including a State EIN below): _____

New/Re-instated Delete User Access Change

STATE AGENCIES (Complete All Fields)

State EIN: _____ Previous State Employment Logon ID: _____

Read the following Security Policy and sign the Agreement on page 2.

DWS COMPUTER SECURITY POLICY STATEMENT

Computer system resources and information of the Department of Workforce Services (DWS) are information technology assets of the State of Utah and must be protected. This includes protection from **unauthorized disclosure**, modification, or destruction, whether accidental or intentional.

Users of DWS computer systems are subject to all requirements and sanctions of Federal and State

Attachment M

Information Sharing Agreement

- I. Purpose
 - A. The Grantee shall have access to Refugee Partner Portal (RPP) for the purpose of collaborating with DWS to share individual refugee data to meet reporting requirements set by the Office of Refugee Resettlement (ORR).
 - B. The Grantee shall have access to eShare to utilize the Temporary Assistance for Needy Family (TANF) Eligibility Verification System (TEVS) for the purpose of satisfying requirements for TANF services.
 - C. The Grantee shall be permitted to utilize data transmission as established in this agreement as needed for further clarification regarding TANF status and program eligibility for high-risk youth through Secure File Transfer Protocol (SFTP).

- II. Information Sharing
 - A. System Access
 1. Refugee Partner Portal
 - a. Grantee shall utilize the RPP to enter individual refugee information in collaboration with DWS.
 - b. Grantee will be given RPP access to enter individual refugee data.
 - c. Grantee shall provide DWS with the following information for individuals via the Refugee Partner Portal:
 - 1) Demographic Data
 - a) A Number
 - b) Customer Name (Last, First, Middle)
 - c) Date of Birth
 - d) Gender
 - e) Full Address
 - f) Nationality
 - g) Date of US Arrival or Date status granted for other immigration types
 - h) Utah Arrival Date
 - i) Migration Status
 - j) Date of Migration
 - 2) Case Information
 - a) Start Date
 - b) End Date
 - c) Student Funding Source
 - d) Training Name
 - e) Training Start Date
 - f) Training End Date
 2. eShare
 - a. DWS will provide Grantee with the following:
 - 1) Access to use the DWS eShare system to verify current public assistance benefits that may include Financial, Food Stamps and Medical programs for the sole purpose of determining TANF eligibility. The eShare system will search the following client data element:
 - a) Benefit Issuance Screen
 1. Benefit month
 2. Benefit issuance date
 3. Benefit amount
 4. Benefit status
 - b) Benefit Issuance Screen Continued
 1. The household names

2. PID
 3. Age of each household member
 4. Relationship
 - b. eShare search results will be provided for the data elements listed above, based on the public assistance benefits for each client searched.
 - c. Grantee will be provided access to TEVS to enter customer information.
- B. Data Transmission
1. As needed, Grantee will send requests for further clarification regarding TANF status and program eligibility for high-risk youth through a Secure File Transfer Protocol (SFTP). Grantee must first request the SFTP, and then provide the following information through that SFTP to designated individuals at DWS.
 - a. Data Elements
 - 1) Customer Full Name
 - 2) TANF Eligibility
 - 3) Case Number
 - 4) Personal Identification Number
 - 5) Customer Age
 - 6) Justification Statement for Participation
 - b. In cases where the individual refugee participant's information, documentation, or status verification is lost, missing, damaged, and if the information is available in eShare:
 - 1) DWS will provide the date of entry of the refugee participants for verification status.
 - 2) DWS will notify the contractor of the participant's alien status and their verification.
 - 3) Contractor will archive the verification status documentation in the participants file for monitoring purposes.
 - c. Pathway
 - 1) The data will only be sent to the authorized recipients listed below through SFTP.
 - 2) DWS shall give Grantee read rights to extract files on an SFTP server.
 - 3) DWS will send a file via SFTP server and notify Grantee that the file is ready for the match.
 - 4) Grantee will process the match and upload the prepared information back to the SFTP server.
 2. Authorized Recipients
 - a. Authorized recipients from DWS are the:
 - 1) Contract Owner, currently that role is filled by Elias Wise, ewise@utah.gov
 - 2) Data Specialist, currently that role is filled by Kiley Foster, kfoster@utah.gov
 - b. Authorized recipients from Grantee are:
 - 1) Grantee staff providing services under this Agreement.
 - 2) Individuals delegated by the Grantee to manage this data correspondence.

III. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

- A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed

- corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."
- B. Utah Administrative Code R986-100-110(4)(b), (c), (g).
 - C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Grantee provisions (42 U.S.C. 1306, as amended).
 - D. The Office of Refugee Resettlement (ORR) provides [policy letters](#) to agencies handling Refugee Social Services (RSS) funding. The policy letters require data to be collected and reported for proper measuring of expected outcomes. The guidance provided in these policy letters must be adhered to for continuation of federal funding.

IV. Disclosure and Confidentiality Requirements

- A. All Grantee users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment L) to gain access to the system.
- B. Grantee shall use the most recent version of the DWS 3rd Party Access Request Form when requesting access for new employees. Grantee shall contact the DWS contact listed on the Agreement to obtain the most recent version of the DWS 3rd Party Access Request Form.
- C. Grantee shall immediately notify, by email, the DWS Contract Owner and dws_data_security@utah.gov when previously authorized employees are no longer authorized access to the system.
- D. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Grantee and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Grantee's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment E).
- E. The Grantee's employees shall only query information for individuals who are applying for or participating in Grantee's programmed services.
- F. Grantee shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed. 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.
- G. The information shall not be stored on any server accessible from the Internet or by unauthorized Grantee personnel.
- H. At the request of DWS, the Grantee shall identify all personnel, by position, authorized to request and receive information.
- I. Grantee shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both. Section 63G-2-801(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor."

Furthermore, Subsection (2) (a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled, or protected record to which he is not legally entitled and classifies such acts as Class B misdemeanors.

- J. Any person who knowingly and willfully requests or obtains wage records under false pretenses, or any person who knowingly and willfully discloses any such information in any manner to any individual not entitled under law to receive it shall be guilty of a misdemeanor and receive a fine of not more than \$5,000 under federal law (UIPL 11-89, Attachment III), or guilty of a class C misdemeanor under Utah law (Subsection 76-8-1301(4)). Any person whose information was negligently or knowingly disclosed without authorization may bring a civil action for damages or such other relief as may be appropriate against any officer or employee (UIPL 11-89, Attachment III).
- K. Grantee shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
- L. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.
- M. The confidentiality of social security records shall be maintained in accordance with 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
- N. Social security records may only be re-disclosed pursuant to the provisions of 42 U.S.C. 1306; 5 U.S.C. 552a; and 20 CFR 401.150.
- O. The penalties for unlawful access or disclosure of social security records shall be governed by the provisions of 42 U.S.C. 1306.

V. Background Review

Grantee will comply with Attachment F – Criminal Background Check Requirement for Grantees and Grantees Providing Services to DWS Customers, Minors, or Vulnerable Adults.

VI. Data Security

- A. Grantee shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Grantee shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.
- B. Grantee shall follow the information security guidelines set forth in the latest version of NIST 800-53.
- C. Grantee shall access the system using a two-factor authentication process by logging in with a Utah ID account with a State of Utah security token. DWS will provide security tokens to authorized users during the term of this Agreement. Grantee shall be responsible for the cost of replacing lost and damaged tokens.
- D. Grantee shall return all security tokens to DWS upon termination of contract by either party, when contract ends, or upon DWS' request.
- E. Grantee shall cooperate with DWS to exchange security tokens if at any time during the term of this Agreement it becomes necessary to update or change security tokens utilized to access the system.
- F. Grantee shall control access based on need to know. Grantee shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
- G. DWS will maintain a query log containing the user identification, the date/time of each query, and the Social Security number used in each query. The query log may be used to monitor Grantee compliance with the terms of this Agreement.

- H. Grantee shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. Grantee shall secure information in a manner to protect confidential files.
- I. Grantee shall avoid printing or faxing any DWS confidential information unless necessary for required job duties, where no other methods exist to store or communicate the needed information. Printing or faxing may only occur at an approved third party site and may not occur in a telework or outreach environment.
- J. Screenshots, photographs, or other media images/recordings of DWS confidential information is prohibited. This includes all DWS applications, and any documents provided by DWS that contain confidential information.
- K. DWS and Grantee agree to train users accessing, disclosing, or receiving information under this Agreement, including Grantees and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure. DWS has the right to review the Grantee's disclosure-training program and require any changes necessary to said program.
- L. DWS and Grantee system security plans must include provisions warning of the potential statutory sanctions for individuals who violate access and disclosure provisions. Procedures governing sanctions and individual corrective actions under applicable statutory authority shall be pursued and taken against individuals who violate terms of this Agreement.
- M. Grantee shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- N. Grantee shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Grantee shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DWS. Grantee is responsible for all notification and remedial costs and damages.
- O. Grantee shall develop a contingency plan for addressing access to any uniquely sensitive records such as public officials and celebrities.
- P. Grantee shall notify DWS of any major change in a system platform (hardware or software) procedure or policy affecting transmission or distribution so that re-review of system safeguards can be initiated.
- Q. Grantee shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Grantee. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or within a reasonable time frame, based on professional information technology industry standards and best practices:
 - 1. Grantee will have whole disk encryption on laptops and devices that are used to access the system.
 - 2. Install the most recent OS service pack.
 - 3. Install the most recent OS security updates.

4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
5. Install, run, and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.
6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
 - a. enterprise management tools (vs. tools for home use)
 - b. network vulnerability scanning tools
 - c. deactivation of unauthorized ports
 - d. wireless intrusion detection systems (WIDS)
 - e. disabling peer-to-peer network capability
 - f. disabling wireless peripheral access, such as Bluetooth
 - g. disable the ability to connect to public wireless networks and those not authorized by Grantee
- R. Maintain, monitor, and analyze security audit logs.
- S. Maintain controlled use of administrative privileges.
- T. Continually assess vulnerability and remediate.
- U. Limit and control network ports, protocols, and services.
- V. Prevent data loss through the use of appropriate measures, including but not limited to encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.