



## Request for Grant Applications

---

**Grant Name:** Pre-ETS 2024

**Solicitation Number:** 24-DWS-S010

**Funding Source:** State VR

**Grant Period of Performance:** October 1, 2023 - September 30, 2027

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

---

### Due Date

1. Letter of Intent (REQUIRED) Due Date:
    - June 2, 2023
    - [Link](#) to Letter of Intent
  2. Application Due Date:
    - Friday Jun 16, 2023 5:00pm
    - [Link](#) to Cover Page as a WebForm, email or other instructions
- 

### Other Important Dates

1. Pre-Proposal Meeting:
  - May 25, 2023 9:00 to 11:00 am
  - [Link](#) to Meeting
  - If you need accommodations to attend this meeting please contact Aimee Langone at [alangone@utah.gov](mailto:alangone@utah.gov) by May 17th,2023
2. Questions period closes June 12, 2023 at 5:00pm.
  - [Link](#) to Submit Questions
  - [Link](#) to Q&A Posting
3. Anticipated Award Date: July 2023

### Background

In order to help meet the federal mandates in the Workforce Innovation and Opportunity Act (WIOA), the Department of Workforce Services, Utah State Office of Rehabilitation (DWS-USOR) is funding grants to provide Pre-Employment Transition Services (Pre-ETS) to students who are eligible and potentially eligible for Vocational Rehabilitation Services. There are 5 required Pre-ETS as defined by WIOA: Job Exploration Counseling, Work-Based Learning Experiences, Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Learning, Workplace Readiness Training, and Instruction in Self-Advocacy.

## Overview

DWS-USOR has contracted with organizations to assist with the WIOA mandate since 2017. DWS-USOR is releasing this RFGA to contract with community organizations, community rehabilitation programs, school districts, private partners, and others, to continue to meet this federal mandate. Programs must provide direct Pre-ETS to students with disabilities.

DWS-USOR is prioritizing Pre-ETS expansion through contracts for two groups:

1. Grant Option 1: Work Based Learning Experiences.
  - a. Entities that propose providing paid work experiences for students with disabilities. Services through this grant option shall include: job exploration counseling, work-based learning experiences, and workplace readiness training for students with disabilities.
  - b. Work based learning experiences shall be individualized to the student's interests and preferences.
  - c. Work based learning experiences shall be competitive and integrated and paid experiences.
  - d. Applicants may request up to \$200,000 per year for this grant option.
2. Grant Option 2: Summer Programs
  - a. Entities that propose summer programs to provide at least two (2) of the required Pre-ETS for students with disabilities:
    - i. Job Exploration Counseling
    - ii. Work Based Learning Experiences
    - iii. Counseling on Post-Secondary
    - iv. Workplace Readiness Training
    - v. Instruction in Self-Advocacy
  - b. Summer programs shall be between one (1) and six (6) weeks.
  - c. Summer programs shall be provided over the summer (between June 1st and August 31st).
  - d. Applicants may request up to \$75,000 per year for this grant option.

Entities/Organizations may apply for one (1) or both grant(s). Entities who propose providing both grant options shall complete both applications. Current Pre-ETS grantees may apply for this grant, however, if awarded the 2023-2026 grant, the current Pre-ETS award may be terminated based upon current service delivery. Please refer to *Attachment B - Scope of Work* for more information and a description of the five (5) required Pre-ETS.

## Minimum Requirements

In order to be considered eligible, an organization must:

1. Have experience serving individuals with disabilities.
2. Have the ability to collect required data and disability documentation and enter data in accordance with the timeframes outlined in *Attachment B: Scope of Work*.
3. Have the ability to determine if a student meets requirements for the program.
4. Meet all requirements as outlined in *Attachment B - Scope of Work*.
5. Must provide these services in the state of Utah.

## Who May Apply

The following are encouraged to apply:

1. Organizations who have proven experience and demonstrated outcomes providing transition services or pre-employment skill building services for youth with disabilities are encouraged to apply.
2. Organizations who provide services in rural counties or areas are encouraged to apply. Preference will be given to entities that propose serving multiple counties in Utah.
3. Organizations who are able to assist students in accessing Science, Technology, Engineering, Arts and Mathematics (STEAM) opportunities through their proposed program will be given priority points.
4. Organizations previously or currently receiving funding from DWS-USOR must be in good standing with DWS to be considered for this grant.
5. Organizations or programs that have a religious affiliation will be required to provide assurance that grant funds will not be used for religious instruction

## Population Served

All individuals served through the RFGA must meet the definition of a student with a disability. A "student with a disability" shall meet all of the following criteria:

1. Be aged 14-21, or aged 22 and still enrolled in their secondary school system
2. Be a student enrolled in an educational institution as follows:
  - a. Secondary Education programs, including non-traditional programs and alternative programs such as homeschooling and those offered by Juvenile Justice Services; or
  - b. Post-Secondary programs which result in an academic or vocational credential.
    - \*Programs at least 100 hours or one (1) month in length resulting in a specific occupational credential.
3. Have a disability and be able to provide the grantee with documentation of their disability such as the following:
  - a. Copy of Individualized Education Program (IEP)
  - b. Copy of 504 plan
  - c. Social Security award confirmation/letter
  - d. Letter/medical records/evaluation from licensed medical professional
  - e. Approved DWS-USOR form signed by teacher/school professional

## Scope of Work

The proposed Scope of Work has been attached to this Request for Grant Applications (RFGA). Applicants should review the Scope of Work before submitting their responses to the Application requirements.

## 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. Pre-Award Risk Assessment

## Attachments

- Appendix A: Application Cover Sheet (Webform)
- Appendix B: Grant Option 1 Application (Work Based Learning Experience)
- Appendix B: Grant Option 2 Application (Summer Programs)
- Appendix C: Budget Narrative
- Appendix D: FFATA Certification By Subrecipient
- Attachment A: DWS Grant Terms and Conditions
- Attachment B: Scope of Work
- Attachment C: Non-Disclosure Agreement
- Attachment D: Code of Conduct
- Attachment E: DWS Criminal Background Check Requirements
- Attachment F System Access AWARE
- Attachment G: 3rd Party Access – RACF
- Attachment H: 115C Release of Information
- Attachment I: Evaluation Score Sheet (Grant Option 1)
- Attachment J: Evaluation Score Sheet (Grant Option 2)
- Attachment K: Evaluation Score Sheet (Presentations)

## Contacts

- Contract Owner: Aaron Thompson, [athompson@utah.gov](mailto:athompson@utah.gov), 801 887-9511
- Contract Analyst: TJ Seegmiller, [tseegmiller@utah.gov](mailto:tseegmiller@utah.gov), 435-393-5370

## 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- Grant Option 1 Application Narrative
    - ii. Appendix B- Grant Option 2 Application Narrative
    - iii. Appendix C- Budget
    - iv. 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. Insurance (not required for government entities)
    - ii. Business License or Articles of Incorporation (if applicable)
    - iii. 501 (c)(3) Letter (if applicable)
    - iv. Collaboration Letters (Minimum of 2)

## Additional Submission Information

1. If applying for both Option 1 (Work Based Learning Experiences) and Option 2 (Summer Programs) the applicable Appendix B- Application Narrative must be completed for each option and attached to the Appendix A- Application Cover Sheet.
2. A letter must be included from all collaborative agency/entity(s) referenced in the proposal, up to 4 letters. The letter(s) should provide a brief description of the involvement with the services provided and how the organizations will partner. These are not letter(s) of support.
3. Applicant must bear the cost of preparing and submitting the application.
4. Failure to comply with any part of the RFGA may result in disqualification of the application.
5. Late applications will 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 of this RFGA must be addressed during the Q&A period. The Applicant further acknowledges they have read the RFGA, including all attached or referenced documents.

## Budget

1. Grantee must complete the appropriate section of Appendix C- Budget Detail
2. Funding will be distributed on a cost reimbursement or fee-for service 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.
3. 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. Answers will be posted on <https://jobs.utah.gov/department/rfg/index.html>
4. Questions may include notifying DWS of ambiguity, inconsistency, scope exceptions, excessively restrictive requirements, or other errors in this RFGA.
5. Questions may be answered individually or may be compiled into one document.
6. Questions may also be answered via an addendum.
7. An answered question or an addendum may modify the specification or requirements of this RFGA.
8. 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 in a two step process.
  - a. Application
  - b. Presentation
2. Applications may score a maximum of 125 points, including any priority points. Applications scoring below 81 may not be considered.
3. Top scoring Applicants will be required to provide a presentation to DWS. Presentation requirements will be provided upon invitation.
4. Applicants must be available for questions or clarification during the grant review period.
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.
  - a. Awards may be determined to ensure statewide services.
8. Organizations previously receiving funding from DWS should be in good standing to be considered for a 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 applicant requests in writing that trade secrets/proprietary data be protected. A [GRAMA Claim of Business Confidentiality](#) must be submitted to the Contract Analyst prior to the application deadline.

### SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Unique Entity Identifier (UEI) number ( <a href="#">UEI Start Guide available here</a> )
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	<a href="#">Letter of Intent</a> , due at the date and time specified on the cover page

Application Checklist	
<input type="checkbox"/>	Appendix A: Grant Application Cover Page
<input type="checkbox"/>	Appendix B1: Grant Option 1 Narrative
<input type="checkbox"/>	Appendix B2: Grant Option 2 Narrative
<input type="checkbox"/>	Appendix C: Budget
<input type="checkbox"/>	Appendix D: FFATA Certification by Subrecipients - not required for State Agencies and Component Units of the State
<input type="checkbox"/>	Business License or Articles of Incorporation - if applicable
<input type="checkbox"/>	501(c)(3) Letter - if applicable
<input type="checkbox"/>	Insurance – not required for Government Entities
<input type="checkbox"/>	Collaboration Letters (Minimum of 2)

**APPENDIX A**  
**Department of Workforce Services**  
**Pre-ETS 2024**  
**Grant Application Cover Sheet & Program Information**

**Organization Name:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

**Federal Tax ID #:** \_\_\_\_\_ **Unique Entity Identifier (UEI) #:** \_\_\_\_\_  
 (If using a Social Security number, do not include on this form, DWS will contact you)

**Are you a current Pre-ETS contractor?**

Yes  No Contract number: \_\_\_\_\_

**Are you currently an approved vendor or Community Rehabilitation Program with DWS-USOR?**

Yes  No

**This organization is doing business as:**

- Individual/Sole Proprietor  For-Profit Corporation  
 Non-Profit Organization (attach 501(c)(3) letter)  Government Agency

**Type of Pre-ETS 2024 grant you're applying for: (Please check which Grant Option you are applying for)**

- Grant Option 1: Pre-ETS Work Based Learning Experiences  
 Grant Option 2: Summer Programs (Please check at least 2 if applying for Option 2)  
 A: Job Exploration Counseling  
 B: Work Readiness Training  
 C: Work Based Learning  
 D: Instruction in Self-Advocacy  
 E: Counseling on Post-Secondary Opportunities

**Grant Budget**

**Total Grant Funds Requested in this application (three years combined):** \$ \_\_\_\_\_

**Number of students the program anticipates serving per year:** \_\_\_\_\_

**Total Number of students served (three years combined):** \_\_\_\_\_

**EXECUTIVE DIRECTOR OR EQUIVALENT** (person authorized to sign grant application and/or an awarded contract)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**GRANT ADMINISTRATOR** (if different from above)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



**FINANCIAL ADMINISTRATOR**

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**GEOGRAPHIC LOCATION** (Check all boxes where Pre-ETS services will be provided)

\*Priority Points given to services provided in rural counties (highlighted in **Bold/Underlined**)

\* Preference will be given to entities that propose serving multiple counties in Utah.

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> <b><u>Beaver County</u></b>    | <input type="checkbox"/> <b><u>Emery County</u></b>    | <input type="checkbox"/> <b><u>Morgan County</u></b>   | <input type="checkbox"/> Summit County                   |
| <input type="checkbox"/> <b><u>Box Elder County</u></b> | <input type="checkbox"/> <b><u>Garfield County</u></b> | <input type="checkbox"/> <b><u>Piute County</u></b>    | <input type="checkbox"/> <b><u>Tooele County</u></b>     |
| <input type="checkbox"/> Cache County                   | <input type="checkbox"/> <b><u>Grand County</u></b>    | <input type="checkbox"/> <b><u>Rich County</u></b>     | <input type="checkbox"/> <b><u>Uintah County</u></b>     |
| <input type="checkbox"/> <b><u>Carbon County</u></b>    | <input type="checkbox"/> <b><u>Iron County</u></b>     | <input type="checkbox"/> <b><u>San Juan County</u></b> | <input type="checkbox"/> Utah County                     |
| <input type="checkbox"/> Davis County                   | <input type="checkbox"/> <b><u>Juab County</u></b>     | <input type="checkbox"/> Salt Lake County              | <input type="checkbox"/> <b><u>Wasatch County</u></b>    |
| <input type="checkbox"/> <b><u>Daguerre County</u></b>  | <input type="checkbox"/> <b><u>Kane County</u></b>     | <input type="checkbox"/> <b><u>Sanpete County</u></b>  | <input type="checkbox"/> <b><u>Washington County</u></b> |
| <input type="checkbox"/> <b><u>Duchesne County</u></b>  | <input type="checkbox"/> <b><u>Millard County</u></b>  | <input type="checkbox"/> <b><u>Sevier County</u></b>   | <input type="checkbox"/> <b><u>Wayne County</u></b>      |
|   |  |  | <input type="checkbox"/> Weber County                    |

<https://jobs.utah.gov/department/rfg>

**SECTION B: ATTACHMENTS**

**DWS FORMS TO PREPARE AND ATTACH:**

\_\_\_\_\_ **APPENDIX B1: GRANT APPLICATION NARRATIVE (GRANT OPTION 1: WORK BASED LEARNING EXPERIENCES)** if applicable

\_\_\_\_\_ **APPENDIX B2: GRANT APPLICATION NARRATIVE (GRANT OPTION 2: SUMMER PROGRAMS)** if applicable

\_\_\_\_\_ **APPENDIX C: BUDGET NARRATIVE AND ITEMIZATION FORM**

\_\_\_\_\_ **APPENDIX D: FFATA CERTIFICATION BY SUBRECIPIENTS** (not required for state agencies and component units)

**ADDITIONAL DOCUMENTS TO ATTACH:**

\_\_\_\_\_ **501(c)(6) LETTER-** if applicable

\_\_\_\_\_ **BUSINESS LICENSE OR ARTICLES OF INCORPORATION-** if applicable

\_\_\_\_\_ **CERTIFICATE OF INSURANCE** (not required for government agencies)

\_\_\_\_\_ **COLLABORATION LETTER**

\_\_\_\_\_ **COLLABORATION LETTER**

\_\_\_\_\_ **COLLABORATION LETTER**

\_\_\_\_\_ **COLLABORATION LETTER**

**https://jobs.utah.gov/department/rfg**  
**FILLABLE SAMPLE FORMS ONLY FOUND AT**

**APPENDIX B1**  
**Department of Workforce Services – Pre-ETS Grant 2024**  
**Grant Application Narrative**  
**Grant Option 1: Work Based Learning Experiences**

**Organization Name:**

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

**1. PROGRAM OVERVIEW**

Please provide a high-level overview of your program. Please provide the following information:

1. Overview/outline of your program
2. Number of students you plan to serve each year
3. Number of hours per student
4. Projected number of weeks student will engage in WBLEs
5. Population of students with disabilities you intend to serve (i.e. specific disability group, region/country, and/or age)
6. Staffing needed to meet program objectives

*Note: The purpose of this section is to provide a high-level overview of your program. Question 2 will provide an opportunity to describe Program Services in detail.*

## 2. **PROGRAM SERVICE**

Describe the scope of the services you will offer to your targeted group.

- a. Include a description of how you will provide job exploration counseling to identify the students interests and preferences to inform the sites for work based learning experiences.
- b. Describe how you will assist students in accessing information and services in the Science, Technology, Engineering, and Mathematics (STEM) fields (if applicable).
- c. Describe how you will ensure students have access to paid work experiences and your plans to engage business partners.
- d. Identify how you will support students and employers on the work sites.
- e. Include a description on how your model will ensure students are paid and paid at competitive wages.

*Note: Refer to the Scope of Work for further program details on Grant Option 1. This section should provide details about your program and help us understand how your model will look for the student.*

**SAMPLE ONLY**  
**FILLABLE FORMS FOUND AT**  
**<https://jobs.utah.gov/department/rfg>**

**3. STAFFING**

Describe the organizational staff positions that support the program proposal, including how you will comply with student data entry, outreach to students/the community, and service delivery. Include required provider qualifications, licenses, and/or certifications specific to working with youth with disabilities, including any experience with Pre-ETS.

*Note: Do not include specific employee information. (See the RFGA: Scope of Work for specific staff requirements).*

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

**4. ELIGIBILITY**

Programs will be required to ensure students meet program eligibility requirements **prior to** participation in contracted services. Describe how the organization intends to comply with these requirements and collect disability documentation, releases of information and student data. (See the RFGA: Scope or Work for specific eligibility criteria).

*Note: Describe how you will work with the student's team such as teachers, parents, case managers to obtain the needed documentation and signatures.*

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

**5. AGENCY EXPERIENCE**

Describe past experiences working with students. Include experience in the following:

- a. Working with students with disabilities
- b. Working with other individuals with disabilities
- c. Providing Transition and/or Pre-ETS services
- d. Developing Work Based Learning Experiences and/or Temporary Work Experiences

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>



**6. MEASUREMENTS AND OUTCOMES**

Describe in detail your expected program performance measures and outcomes. Include information on expected skill gain of students served.

- a. Describe your plan to conduct pre- and post-evaluations provided by DWS-USOR.
- b. Describe how you will use the results to make program improvements.
- c. Describe how you expect your students to benefit from these services.

**Note: Include information on how you plan to conduct the pre and post assessments with students and use the information to inform services.**

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

**7. COLLABORATION**

Programs will be required to collaborate with partner agencies and engage with employers. Describe past efforts and future plans in collaborating and coordinating with partners such as educators, families, VR Counselors, and businesses in order to provide work-based learning opportunities for students with disabilities.

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

**APPENDIX B2**  
**Department of Workforce Services – Pre-ETS Grant 2024**  
**Grant Application Narrative**  
**Grant Option 2: Summer Programs**

**Organization Name:**

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

**1. PROGRAM OVERVIEW**

Please provide a high-level overview of your program. Please provide the following information:

1. Overview/outline of your program
2. Number of students you plan to serve each year
3. Number of hours per student (10, 20, 30 or 40)
4. Projected number of weeks student will engage in Summer Programs
5. Population of students with disabilities you intend to serve (i.e. specific disability group, region/country, and/or age)
6. Staffing needed to meet program objectives

*Note: The purpose of this section is to provide a high-level overview of your program. Question 2 will provide an opportunity to describe Program Services in detail.*

## **2. PROGRAM SERVICE**

Describe the scope of the services you will offer to your targeted group. If services are offered in more than one modality (setting, group, individual), please provide detail for each.

- a. Include a description of any curriculum, job skill training, self-advocacy, work readiness, and/or other elements used for program implementation.
- b. Describe the structure of each of your proposed program(s), including the duration, length and scope of the program and give a detailed description of implementation for participating students. Include a description of which of the 5 Pre-ETS you intend to provide and how you will provide them.
- c. Describe how you will assist students in accessing information and services in the Science, Technology, Engineering, and Mathematics (STEM) fields (if applicable).
- d. Include information on the location where you will provide services.
- e. Identify how you plan to actively recruit students to ensure you meet your goals in serving your projected number of students.

*Note: Refer to the Scope of Work for further program details on Grant Option 2. This section should provide details about your program and help us understand how your model will look for the student.*

**SAMPLE ONLY**  
**FILLABLE FORMS FOUND AT**  
**<https://jobs.utah.gov/department/rfg>**

**3. STAFFING**

Describe the organizational staff positions that support the program proposal, including how you will comply with collecting and sharing student information (with USOR), providing outreach to students/the community, and service delivery. Include required provider qualifications, licenses, and/or certifications specific to working with youth with disabilities, including any experience with Pre-ETS.

*Note: Do not include specific employee information. (See the RFGA: Scope of Work for specific staff requirements).*

FILLABLE SAMPLE FORMS ONLY FOUND AT  
<https://jobs.utah.gov/department/rfg>

**4. ELIGIBILITY**

Programs will be required to ensure students meet program eligibility requirements **prior to** participation in contracted services. Describe how the organization intends to comply with these requirements and collect disability documentation, releases of information and student data. (See the RFGA: Scope or Work for specific eligibility criteria).

*Note: Describe how you will work with the student's team such as teachers, parents, case managers to obtain the needed documentation and signatures.*

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

**5. AGENCY EXPERIENCE**

Describe past experiences working with students. Include experience in the following:

- a. Working with students with disabilities
- b. Working with other individuals with disabilities
- c. Providing Transition and/or Pre-ETS services

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>



**6. MEASUREMENTS AND OUTCOMES**

Describe in detail your expected program performance measures and outcomes. Include information on expected skill gain of students served.

Describe your plan to conduct pre- and post-evaluations provided by DWS-USOR.

Describe how you will use the results to make program improvements.

Describe how you expect your students to benefit from these services.

**Note: Include information on how you plan to conduct the pre and post assessments with students and use the information to inform services.**

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

**7. COLLABORATION**

Programs will be required to collaborate with partner agencies. Describe past efforts and future plans in collaborating and coordinating with partners such as educators, families, VR Counselors, and businesses in order to provide services to students with disabilities.

FILLABLE SAMPLE ONLY  
FORMS FOUND AT  
<https://jobs.utah.gov/department/rfg>

### APPENDIX C: BUDGET DETAIL COVER SHEET

**INSTRUCTIONS:** Enter the Organization Name and Choice of Grant Option in the table below. On each of the Budget Year tabs, enter the information requested. The total amounts will automatically be populated in the table below based on the information entered in the Budget Year tabs. **For billing rate and WBLE fee structure, see Attachment B: Scope of Work.**

Organization Name:			
Choice of Grant Option:			
Contract Period:	October 1, 2023-September 30, 2026		
Total Amount Requested:	\$0.00		
Projected # of Students Served in Group and Individual Services:	0		
	Year 1 (10/01/23 - 09/30/24)	Year 2 (10/01/24 - 09/30/25)	Year 3 (10/01/25 - 09/30/26)
Projected Total Cost	\$0.00	Projected Total Cost \$0.00	Projected Total Cost \$0.00
Number of Students Served	0	Number of Students Served 0	Number of Students Served 0

<https://jobs.utah.gov/departments/rfg>

## APPENDIX C Budget Detail Form Year One

Please itemize below the number of estimated students and direct service hours as follows:

1. Enter the total number of unduplicated students your organization projects to serve in Year 1 of your grant cycle in the "Projected # of Students Served" field.
2. Enter the number of students and hours you project to serve for Grant Option 1 in Section A.
3. Enter the number of students and hours you project to serve for Grant Option 2 in Section B.
4. Enter the number of groups you project to serve in a rural area for Grant Option 2 in Section B.
5. Enter the number of hours you project to utilize for interpreting/reader services, as well as the projected cost of other auxiliary aids and services you expect to incur, in Section C.

The "Total Amount Requested" in the table directly below will automatically populate based on the amounts entered in Steps 1-5.

For pricing rates and WBLE fee structure, see Attachment B: Scope of Work

<b>Organization Name:</b>	
<b>Performance Period:</b>	October 1, 2023-September 30, 2024
<b>Total Amount Requested:</b>	\$0.00
<b>Projected # of Students Served:</b>	

### A. Grant Option 1 - Work-Based Learning Experiences

Category	Projected Number of Students Served	Number of hours per student	Total
Work-Based Learning			\$0.00
Job Exploration Counseling			\$0.00
Student Wages			\$0.00
Rural Fee			\$0.00
<b>Total Cost for Grant Option 1</b>			<b>\$0.00</b>

### B. Grant Option 2 - Summer Programs

Category	Projected Number of Students Served	Number of hours per Student	Projected Number of Groups Served	Total
Job Exploration Counseling				\$0.00
Workplace Readiness				\$0.00
Self Advocacy				\$0.00
Counseling on Post Secondary				\$0.00
Work-Based Learning				\$0.00
Rural Fee				\$0.00
<b>Total Cost for Grant Option 2</b>				<b>\$0.00</b>

### C. Auxiliary Aids & Services

Category	Number of Hours	Cost	Rate	Total
Interpreter Services			\$63.00	\$0.00
Reader Services			\$16.00	\$0.00
Other Auxiliary Aids & Services				\$0.00
<b>Total Cost for Auxiliary Aids &amp; Services</b>				<b>\$0.00</b>

## APPENDIX C Budget Detail Form Year Two

Please itemize below the number of estimated students and direct service hours as follows:  
 1. Enter the total number of unduplicated students your organization projects to serve in Year 2 of your grant cycle in the "Projected # of Students Served" field.  
 2. Enter the number of students and hours you project to serve for Grant Option 1 in Section A.  
 3. Enter the number of students and hours you project to serve for Grant Option 2 in Section B.  
 4. Enter the number of groups you project to serve in a rural area for Grant Option 2 in Section B.  
 5. Enter the number of hours you project to utilize for interpreting/reader services, as well as the projected cost of other auxiliary aids and services you expect to incur, in Section C.

The "Total Amount Requested" in the table directly below will automatically populate based on the amounts entered in Steps 1-5.

For pricing rates and WBLE fee structure, see Attachment B: Scope of Work

<b>Organization Name:</b>	
<b>Performance Period:</b>	October 1, 2024-September 30, 2025
<b>Total Amount Requested:</b>	\$0.00
<b>Projected # of Students Served:</b>	

### A. Grant Option 1 - Work-Based Learning Experiences

Category	Projected Number of Students Served	Number of hours per student	Total
Work-Based Learning			\$0.00
Job Exploration Counseling			\$0.00
Student Wages			\$0.00
Rural Fee			\$0.00
<b>Total Cost for Grant Option 1</b>			<b>\$0.00</b>

### B. Grant Option 2 - Summer Programs

Category	Projected Number of Students Served	Number of hours per Student	Projected Number of Groups Served	Total
Job Exploration Counseling				\$0.00
Workplace Readiness				\$0.00
Self Advocacy				\$0.00
Counseling on Post Secondary				\$0.00
Work-Based Learning				\$0.00
Rural Fee				\$0.00
<b>Total Cost for Grant Option 2</b>				<b>\$0.00</b>

### C. Auxiliary Aids & Services

Category	Number of Hours	Cost	Rate	Total
Interpreter Services			\$63.00	\$0.00
Reader Services			\$16.00	\$0.00
Other Auxiliary Aids & Services				\$0.00
<b>Total Cost for Auxiliary Aids &amp; Services</b>				<b>\$0.00</b>

## APPENDIX C Budget Detail Form Year Three

Please itemize below the number of estimated students and direct service hours as follows:

1. Enter the total number of unduplicated students your organization projects to serve in Year 3 of your grant cycle in the "Projected # of Students Served" field.
2. Enter the number of students and hours you project to serve for Grant Option 1 in Section A.
3. Enter the number of students and hours you project to serve for Grant Option 2 in Section B.
4. Enter the number of groups you project to serve in a rural area for Grant Option 2 in Section B.
5. Enter the number of hours you project to utilize for interpreting/reader services, as well as the projected cost of other auxiliary aids and services you expect to incur, in Section C.

The "Total Amount Requested" in the table directly below will automatically populate based on the amounts entered in Steps 1-5.

For pricing rates and WBLE fee structure, see Attachment B: Scope of Work

<b>Organization Name:</b>	
<b>Performance Period:</b>	October 1, 2025-September 30, 2026
<b>Total Amount Requested:</b>	\$0.00
<b>Projected # of Students Served:</b>	

### A. Grant Option 1 - Work-Based Learning Experiences

Category	Projected Number of Students Served	Number of hours per student	Total
Work-Based Learning			\$0.00
Job Exploration Counseling			\$0.00
Student Wages			\$0.00
Rural Fee			\$0.00
<b>Total Cost for Grant Option 1</b>			<b>\$0.00</b>

### B. Grant Option 2 - Summer Programs

Category	Projected Number of Students Served	Number of hours per Student	Projected Number of Groups Served	Total
Job Exploration Counseling				\$0.00
Workplace Readiness				\$0.00
Self Advocacy				\$0.00
Counseling on Post Secondary				\$0.00
Work-Based Learning				\$0.00
Rural Fee				\$0.00
<b>Total Cost for Grant Option 2</b>				<b>\$0.00</b>

### C. Auxiliary Aids & Services

Category	Number of Hours	Cost	Rate	Total
Interpreter Services			\$63.00	\$0.00
Reader Services			\$16.00	\$0.00
Other Auxiliary Aids & Services				\$0.00
<b>Total Cost for Auxiliary Aids &amp; Services</b>				<b>\$0.00</b>

THIS IS A SAMPLE FORM PROVIDED BY THE UTAH DEPARTMENT OF EDUCATION



State of Utah  
Department of Workforce Services  
**Attachment D: FFATA CERTIFICATION BY THE SUBRECIPIENT**  
(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 2 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)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
  - ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
- d. Upon notification of proposed related party payment, DWS may, at its discretion:
  - i. Require GRANTEE to undertake competitive bidding for the goods or services,
  - ii. Require satisfactory cost justification prior to payment, or
  - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
- e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
  - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
  - ii. the name of the other related party;
  - iii. the relationship between the individuals identified in "i" and "ii" above;
  - iv. a description of the transaction in question and the dollar amount involved;
  - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
  - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
  - vii. the potential effect on this Agreement if the payment to the related party is made; and
  - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.

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

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

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

**16. MONITORING:**

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

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

**18. AGREEMENT TERMINATION:**

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

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

that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

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

- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
  - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- 31. **WORK ON STATE OF UTAH PREMISES**: GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 32. **WORKFORCE SERVICES JOB LISTING**: GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
- 33. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
- 34. **GRIEVANCE PROCEDURE**: GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.
- 35. **PROTECTION AND USE OF CLIENT RECORDS**: Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
- 36. **RECORDS ADMINISTRATION**: GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.
- 37. **PUBLIC INFORMATION**: GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under

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

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

<b>GRANTEE</b>	<b>Federal Cost Principles</b>
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	



For-Profit Entity	48 CFR Part 31.2
-------------------	------------------

- c. Compensation for Personal Services - Additional Cost Principles:  
In addition to the cost principles in the Federal circulars concerning compensation for personal services, the following cost principles also apply:
- i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
  - ii. Employees who are compensated from one or more grants, or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
  - iii. If total work time exceeds 40 hours in a week and GRANTEE wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) a perpetual time record must be maintained and 2) prior written approval must be obtained from DWS's Finance-Contracting Division
  - iv. Compensation for Personal Expenses: DWS will not reimburse GRANTEE for personal expenses. For example, spouse travel when the travel costs of the spouse is unrelated to the business activity, telecommunications and cell phones for personal uses, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: GRANTEE is required to pursue reimbursement from all other sources of funding available for services performed under this Agreement. Other sources of funding include, but are not limited to, third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
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. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, GRANTEE certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the Agreement.

**ATTACHMENT B**  
**SCOPE OF WORK**  
**Pre-Employment Transition Services (Pre-ETS) 2024**

**1. PURPOSE/BACKGROUND**

In order to help meet the federal mandates in the Workforce Innovation and Opportunity Act (WIOA), the Department of Workforce Services, Utah State Office of Rehabilitation (DWS-USOR) is funding grants to provide Pre-Employment Transition Services (Pre-ETS) to students who are eligible and potentially eligible for Vocational Rehabilitation Services. There are 5 core Pre-ETS as defined by WIOA:

- Job Exploration Counseling-** Activities intended to provide the student with information about in-demand occupations, labor market information, career pathways, and interests. Examples: completing interest assessments, researching local labor market information, identifying career pathways, and utilization of online resources such as O\*NET OnLine ([www.onetonline.org](http://www.onetonline.org).)
- Work-Based Learning Experiences-** Activities designed to use real work environments to gain skills. Examples: summer work experiences, internships, job shadowing, and temporary work experience opportunities.
- Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Learning-** Activities designed to expose students to options for enrollment and engagement in post-secondary educational training. Examples: taking a campus tour, helping a student research scholarship opportunities and financial aid, exploring the education needed to succeed in a career pathway, and helping a student research fields of study available at college campuses.
- Workplace Readiness Training-** Activities designed to promote the development of job readiness, social skills, and independent living skills needed to succeed in a career. Examples: providing financial literacy classes, social skills training, and job readiness instruction (soft skills instruction).
- Instruction in Self-Advocacy-** Activities designed to assist a student in effectively communicating his or her own needs and desires. Examples: participation in leadership activities, assisting a student with understanding how to request an accommodation, and classes on decision making and problem solving.

DWS-USOR is prioritizing Pre-ETS expansion through contracts for two groups:

Grant Option 1: Work Based Learning Experiences.

Grant Option 2: Summer Programs.

**Grant Option 1:** Work Based Learning Experiences shall be provided to students on an individual basis in two phases: Job Exploration Counseling and Work Based Learning Experiences. In Phase 1 grantees will initially provide 2-5 hours of individualized Job Exploration Counseling to assist the student in learning about and understanding the labor market and their interests prior to development of and participation in Work Based Learning Experiences. Activities that may be included in Job Exploration Counseling are: completing interest surveys, researching the labor market and in demand occupations, and investigating career pathways.

Students who have completed Phase 1 will then participate in Phase 2: Work Based Learning Experiences (WBLE). WBLE's must be individualized to the student's interests/preferences and must be a competitive and integrated placement. Grantee will be responsible for finding and coordinating the WBLE for the student. In addition, Grantee shall be responsible for providing job readiness training support to the student and employer during the work based learning experience.

**Grant Option 2:** Summer Programs shall be provided to students with disabilities who can benefit from summer experiences to enhance pre-employment skill building in two (2) or more of the five (5) required Pre-ETS. This grant option is open to any entity/organization who would meet the criteria listed in the Request for Grant Applications (RFGA) Program Requirements and Other Requirements sections. Services provided in this grant option may be conducted in a group, individual, or combination.

Entities/organizations may apply for one or both of the grants. Current (2021-2024) Pre-ETS grantees may apply for this grant, however, if awarded the 2023-2026 grant, the 2021-2024 Pre-ETS award shall be terminated to avoid duplication of services.

## **2. PROGRAM SERVICES**

### **Grant Option 1- Work Based Learning Experiences**

Work Based Learning Experiences shall be provided to students on an individual basis in two phases: Job Exploration Counseling and Work Based Learning Experiences. In Phase 1 grantees will initially provide 2-5 hours of individualized Job Exploration Counseling to assist the student in learning about and understanding the labor market and their interests prior to development of and participation in Work Based Learning Experiences. Activities that may be included in Job Exploration Counseling are: completing interest surveys, researching the labor market and in demand occupations, and investigating career pathways.

The requirements of the WBLE are as follows:

- a. Students must complete Job Exploration Counseling to identify their interests and preferences prior to developing a WBLE placement.
- b. Grantees will be responsible for finding and coordinating the WBLE for the student and must ensure WBLEs are individualized and reflective of the job exploration outcome. The work-experience opportunity should benefit the student and be in accordance with their interests and preferences.
- c. WBLE must be 4-10 weeks in length and not exceed three (3) calendar months to complete.
- d. Students shall work at least six (6) hours per week and not over 25 hours per week, unless an exception is warranted and approved by DWS-USOR in advance.
- e. All work based learning experiences must be paid experiences. Students must be paid wages that are commensurate with the starting wage for individuals without disabilities for that position (and must be at or above minimum wage).
- f. Employers must pay worker's compensation and applicable taxes.
- g. It is the preference of DWS-USOR that employers compensate students directly.  
However:
  - i. If the employer is unable to compensate the student, the employer may be reimbursed by the Grantee for student wages; or
  - ii. The Grantee may compensate the student directly, but must pay the student wages that are commensurate with the starting wage for individuals without disabilities as well as worker's compensation and applicable taxes. If the Grantee chooses to compensate the student directly, they shall be responsible for related liability.
  - iii. Student wages may be compensated at the rate outlined in Section 10: Budget.
- h. Whenever an employment relationship exists, Grantee will ensure the employer is held responsible per the U.S. Department of Labor to fully comply with all applicable sections of the Fair Labor Standards Act (FLSA)
- i. The employer will be responsible for job-specific skills training of the student, such as learning essential duties of the job.
- j. Grantee shall provide Job Readiness Training (JRT) needed on the work site. JRT includes soft skill instruction such as: onboarding support, assistance with how to communicate with supervisors and peers, and learning appropriate grooming and dress for the work site.
- k. Grantee must provide support to the student's employer and obtain weekly updates from the employer on the student's progress. Grantees shall upload progress reports to the Aware case management system through the Moveit secure file transfer system.
- l. All staff providing services to students must have completed a USOR facilitated Pre-ETS training prior to working independently with students.

### **Grant Option 2- Summer Programs**

Summer Programs shall be provided to students with disabilities who can benefit from Pre-ETS to enhance pre-employment skill building in two (2) or more of the five (5) core Pre-ETS. This grant option is open to any entity/organization who would meet the criteria listed in the Request for Grant Applications (RFGA) Program Requirements and Other Requirements sections.

The requirements of the Summer Programs are as follows:

- a. Grantee shall provide at least two (2) of the five (5) required Pre-ETS as outlined in Section 1: Purpose/Background.
- b. Pre-ETS programs shall be provided over the summer (June 1st -August 31st) and last between one (1) and six (6) weeks.
- c. Students must receive 20, 30, or 40 hours of instruction.
- d. Services provided in this grant option may be conducted in a group, individual, or combination. The approved ratio for a group size is one (1) Instructor to no more than eight (8) students.

### **3. GRANTEE RESPONSIBILITIES**

Grantee shall be responsible for the following:

- a. Ensuring program staff are adequately trained and supervised. Program staff must have signed a code of conduct, non-disclosure, and passed a background check prior to working independently with students.
- b. Program staff must complete Pre-ETS training provided by DWS-USOR prior to working independently with students.
- c. Determining that the student meets the definition of a student with a disability as outlined in Section 4 **prior to providing services**.
- d. Gaining approval from DWS-USOR prior to commencing with services for each student.
  - i. Names of potential students shall be sent to DWS-USOR using Virtu prior to providing any services.
  - ii. Names will be approved or denied by DWS-USOR based upon the status of the student based upon factors such as:
    1. Necessity and appropriateness of service
    2. Duplication of services (cross-over between contractors and/or VR participation needs)
    3. Student's eligibility to participate in services
    4. Eligible DWS-USOR students will need to be approved by their VR Counselor prior to commencing services

- e. Collecting DWS-USOR and federally required data elements and enter into the DWS-USOR AWARE System (System) on students served as per the [Rehabilitation Services Administration Case Service Reporting System](#). Grantee will comply with the requirements set forth in Attachment F- System Access for AWARE.
- f. Collecting disability documentation of each student served and uploading the documentation to DWS-USOR's AWARE system **within five business days**. Failure to comply may result in DWS-USOR withholding payment and potential termination of contract.
- g. Adhering to Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and acquiring appropriate releases to share information. As it pertains to any third party information, Grantee shall adhere to FERPA or any other relevant legal authority. Grantee shall be responsible for obtaining written consent to release recipient's personal information to DWS-USOR. Grantee shall maintain and provide documentation of these consents.
- h. Conducting pre- and post- assessments provided by DWS-USOR.
- i. Developing relationships with Utah's local businesses, Local Education Agencies (LEAs or schools), Institutions of Higher Learning, local Vocational Rehabilitation (VR) offices, and other partners necessary to effectively and efficiently serve students.
- j. Recruiting students to participate in services in order to generate referrals/enrollment.
- k. Gaining approval from DWS-USOR prior to any changes in services or program implementation.
- l. Grantee shall cooperate with DWS-USOR and the Institutions of Higher Learning on program evaluation, which shall involve administering student surveys on the five (5) core pre-employment transition services that Grantee is providing as marked in Section 2. Grantees shall administer surveys to students upon completion of the Pre-ETS service. Survey results will be used to assist DWS-USOR in identifying best practices for Pre-ETS service delivery.

#### 4. POPULATION SERVED

- 1. In order to be eligible to participate, students served must meet the definition of a "student with a disability" and meet all three (3) criteria as follows:
  - a. Age 14-21; or 22 and still enrolled in the secondary education system (Post High Program)
  - b. Enrolled in an educational institution as follows:
    - i. Secondary Education programs, including non-traditional programs and alternative programs such as homeschooling and those offered by Juvenile Justice Services; or

- ii. Post-Secondary programs, which result in an academic or vocational credential.

NOTE: Programs include those with at least 100 hours or one (1) month in length resulting in a specific occupational credential.

2. Have a disability and be able to provide the Grantee with documentation of the student's disability such as the following:
  - a. Approved DWS-USOR form 79, USOR *Pre-Employment Transition Services Participation form* signed by licensed professional.
  - b. Copy of Individualized Education Program (IEP)
  - c. Copy of 504 plan
  - d. Social Security award confirmation/letter
  - e. Letter/medical records/evaluation from licensed medical professional
3. Students must meet all three (3) criteria in order to be eligible to begin receiving contracted services. If during the provision of services the student no longer meets the definition of a student, they may finish out their service, but may not begin a new contracted service.
4. Grantee may serve students who are eligible for individualized services with DWS-USOR and receive referrals from the student's Vocational Rehabilitation Counselor.

## 5. OUTCOMES/DELIVERABLES

### Grantee shall:

1. Deliver Pre-ETS to students with disabilities.
2. Administer pre- and post-assessments on Pre-ETS services delivered (services marked in Section 1).
  - a. Pre- and post-assessments shall be provided by DWS-USOR prior to utilization and be used to measure skill gain in each of the Pre-ETS core services delivered by the Grantee.
  - b. Pre- assessments shall be utilized to determine the student's baseline knowledge of each of the Pre-ETS services received.
  - c. Post-assessments shall be utilized to measure student skill gain.
  - d. In year one (1), pre- and post- assessments will be utilized to establish baseline data. Upon completion of year one (1), DWS-USOR and Grantee will negotiate a target student skill gain for year two (2) and year three (3).
  - e. Year three (3) data will be considered when issuing contracts in year four (4).
  - f. Grantee shall share results and/or a status report of pre- and post-assessment implementation with DWS-USOR on a quarterly basis (as required in Section 6) and when requested by DWS-USOR.



## 6. REPORTING

1. For both Grant Options Grantee shall:
  - a. Provide a quarterly status report on their program to DWS-USOR.
    - i. Quarterly reports must be received by DWS-USOR by the end of each fiscal quarter (January 15th, April 15th, July 15th, and October 15th).
    - ii. Quarterly report shall include:
      1. Number of students who received one (1) or more Pre-ETS that quarter.
      2. Outreach efforts and partnerships built (a description of entities that the Grantee marketed services, such as LEA's, institutions of higher education, employers, State agencies, and other community entities)
      3. Student success stories (description of any noteworthy student success such as positive feedback from employers, unique career exploration opportunities, demonstration of applied self-advocacy, and student community connections)
  - b. For Grant Option 1 (Work Based Learning Experiences):
    - i. Method of reporting: Grantee will be given one (1) user access to DWS-USOR's case management system to enter student data, disability documentation, and to track Pre-ETS provided with service dates. Grantee's user will need to ensure compliance with the reporting requirements as listed in Section 6: Reporting.
    - ii. Grantee must enter student information as outlined in Section 3 within five (5) business days of service delivery through access to DWS-USOR's case management system.
    - iii. Update the student's Pre-ETS service dates at a minimum of monthly in the Aware case management system and adhere to the Federal reporting quarterly deadlines to ensure accurate data is submitted to the Rehabilitation Services Administration in a timely manner.
    - iv. Data shall be current and received by DWS-USOR within 15 days of the end of each fiscal quarter (January 15th, April 15th, July 15th, and October 15th).
  - c. For Grant Option 2 (Summer Programs):
    - i. Method of Reporting: DWS-USOR will receive student data from Grantee and complete case registration in the Aware case management system.
    - ii. Grantee shall provide DWS-USOR with student data and documentation through a DWS-USOR approved secure file transfer system.

- iii. Grantees shall send releases, disability documentation verification and intake forms to DWS-USOR using a DWS-USOR approved secure file transfer prior to students commencing with programming.
- iv. Grantees shall send final student progress reports within 5 business days of program exit.

Note: Grantees providing services through both grant options shall be required to complete Aware case management for Grant Option 2 as outlined in Section 6.1.b.

## **7. USER TRAINING**

1. Grantee agrees to train authorized users accessing information under this agreement, on relevant statutes prescribing confidentiality and safeguarding requirements, disclosure prohibitions and penalties for unauthorized access or disclosure. Grantee shall have the right to review disclosure training and request or suggest any changes necessary.

## **8. GRANT ORIENTATION MEETING**

1. Grantee's grant administrator and fiscal manager and all other applicable staff shall attend a Grant Orientation meeting (TBA).
2. Grantee will receive training on grant requirements and reporting.

## **9. MONITORING**

1. Monitoring: DWS-USOR will formally monitor Grantee at a minimum of once per year, but more frequently as deemed necessary. Formal monitoring may include reviewing fiscal records, reviewing student files, interviewing Grantee staff, students, families and educators/referral sources.
2. Site Visits: DWS-USOR will schedule site visits during the contract period to observe services delivered to ensure they are compliant with the allowable Pre-ETS activities, and as outlined and agreed upon in the Grantee's contract.
3. Other monitoring may include, but is not limited to, technical assistance, desk reviews, expenditure document review, surveying of participants and/or community partners, or monitoring by a third party.
4. The Grantee shall resolve any concerns, findings or recommendations within the time periods identified by DWS-USOR. Any unresolved issues may result in Grantee's repayment of disallowed costs and evaluation of future contract awards and/or renewals.

## **10. BUDGET**

## Funding

1. Funding shall be contingent upon full receipt of anticipated state and federal funds by DWS-USOR and the Grantee's fulfillment of all conditions within this contract.
2. The funding for year 1 of the contract shall be considered obligated by DWS-USOR on the execution date of this contract. The funding for each subsequent year of the contract shall be considered obligated by DWS-USOR on the first day of the applicable year thereafter.
3. DWS-USOR shall retain any funds left unexpended or unobligated at the end of each year.
4. Grantees may request the following yearly allocation:
  - a. Grant Option 1 (Work Based Learning Experiences): Up to \$200,000 per year.
  - b. Grant Option 2 (Summer Programs): Up to \$75,000 per year.
5. DWS-USOR will award grants according to the maximum rates as listed below:
  - a. Grant Option 1: Work Based Learning Experiences
    - i. \$3400 per Student for the completion of a WBLE and up to \$1600 per student for student wages, taxes and insurance if applicable.
      1. Grantees shall adhere to program requirements outlined in Section 2: Program Services.
      2. Student wages/taxes/insurance fees may not exceed \$1600 and will be paid at \$20/hour. This fee shall be utilized to cover the students wages, taxes and insurance.
    - ii. Grantees shall invoice DWS-USOR as follows:
      1. \$1000 when the student completes the Job Exploration Counseling post test and WBLE site development has commenced.
      2. \$2400 when the student has completed the WBLE and WBLE post test.
      3. \$20/hour for employer training fees, billed monthly.
    - iii. \$250 rural fee for each student served individually living in a rural area as defined by census data to compensate for costs incurred to serve students in a rural area such as travel/mileage of staff.
  - b. Grant Option 2: Summer Programs
    - i. Up to \$1320 per student
      1. Grantees shall adhere to program requirements outlined in Section 2: Program Services.
    - ii. Up to forty (40) hours of instruction per student
    - iii. Grantees shall invoice DWS-USOR as follows:
      1. \$330 per student per ten (10) hours of instruction provided.

2. Grantees may provide between ten (10) to forty (40) hours of instruction per student, in 10 hour increments.
  - c. \$250 Rural Group Fee
    - i. If performing group services in a rural area, Grantee may invoice DWS-USOR the rural group fee at the conclusion of the class series. For example, if the Grantee provides a 10 week class series, they may invoice DWS-USOR the rural group fee at the end of the 10 week session.
  - d. Grantees shall include auxiliary aids and services that may be needed for students with disabilities with sensory impairments to access Pre-ETS in the budget sheet. Examples include interpreters, readers, and auxiliary aids.
6. Any changes in budget requiring approval shall be submitted to DWS-USOR no less than two (2) months prior to contract end.

#### **11. Invoicing/Non-Allowable Expenses**

1. Grantee shall invoice DWS-USOR based on the fees listed in section 10.
2. Grantee shall receive payment for expenditures covered in section 10.
3. Grantee shall be expected to invoice DWS-USOR at a minimum of quarterly, maximum of monthly for services rendered.
4. The State Fiscal Year is from July 1st to June 30th. Grantee shall submit all invoices for services performed on or before June 30th of a given fiscal year no later than July 15th of the subsequent fiscal year.
5. Grantee shall submit all invoices within 30 days following the end of the contract period.
6. Grantee must submit documentation with invoices
  - a. For all services, Grantee shall submit documentation of students served; including hours and type of service provided during that billing cycle.
  - b. DWS-USOR shall review for approval of allowable expenditures.
  - c. DWS-USOR shall not provide reimbursement for expenditures not identified in the contract budget, unallowable costs, or reimbursements submitted without the back-up documentation.
7. If Grantee is not compliant with tracking and data, DWS-USOR may withhold payment until rectified.

#### **Non-Allowable Expenses:**

1. Monies used for purposes outside of the request for proposal or specific provisions set forth by DWS-USOR are strictly prohibited. In addition, monies from this grant may not be allocated for the purposes listed below:
  - a. Expenditures which personally benefit staff of DWS-USOR or Grantee

- b. Expenditures for entertainment purposes
  - c. Utilizing the funds to reimburse services already provided from another source
  - d. Expenditures for political purposes, including but not limited to campaigning, advocating, propaganda, and other such activities
  - e. DWS-USOR may require repayment for all monies used inappropriately from a Grantee and may disallow future funding for recipients that violate spending requirements
2. Per federal guidance, the cost of transporting students (such as through reimbursement for company owned vehicles, mileage, and bus passes) may not be factored into the Grantee's budget and paid with DWS-USOR funds.
  3. Monies used for the purchase of a building are prohibited.
  4. Monies used to purchase food and beverages for events and/or students are prohibited.
  5. Services designed to place students in long-term or permanent jobs, and job coaching services (for example, hard skills building) are unallowable.

## ATTACHMENT C

### NON-DISCLOSURE AGREEMENT

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

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

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

---

Signature

---

Date

---

Print Name

## ATTACHMENT D CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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



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

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

---

Employee/Volunteer Signature

---

Date

---

Print Employee/Volunteer Name

[Rev.01/15]

## ATTACHMENT E

### 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](http://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 F System Access for AWARE

### I. Purpose

The Grantee shall have access to AWARE System (System) for the purpose of The Grantee shall have access to AWARE for the purpose of entering student data, disability documentation, and releases of information.

### II. Information Sharing

A. Grantee shall utilize the AWARE case management system to enter the required data elements:

1. Name
2. Date of Birth
3. Social Security Number
4. Race
5. Ethnicity
6. School Attending
7. Confirmation if the student has an IEP or 504 plan
8. Disability Documentation
9. Pre-Employment Transition Services verification (service dates)
10. Vocational Rehabilitation Services verification

B. Grantees will only be able to access student information on students they are serving through their contract. Grantee will have access to the specific data elements listed below for the sole purpose of determining program eligibility:

C. As it pertains to any third party information, Grantee will adhere to Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or any other relevant legal authority.

D. Documentation will be uploaded using a DWS designated application.

E. Grantee will be responsible for obtaining written consent to release the student's personal information to DWS-USOR. Documentation will be uploaded using a DWS designated application. Grantee will only be able to access the documents they have uploaded. The program owner will be able to access all documents uploaded to the DWS designated application and will have the ability to attach these documents in the case management system. Grantee will maintain and provide documentation of these consents and provide these consents when requested by DWS.

### 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).

#### IV. Disclosure and Confidentiality Requirements

- A. All Grantee users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment F) to gain access to the system.
- B. Grantee shall use the most recent version of the DWS 3<sup>rd</sup> 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 3<sup>rd</sup> Party Access Request Form.
- C. Grantee shall immediately notify, by email, the DWS Contract Owner and [dws\\_data\\_security@utah.gov](mailto: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 C).
- 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 shall ensure that it has thoroughly investigated the employees who are given access to the system in compliance with Attachment E
- 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 contractors 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. Contractor 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. Contractor 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), Contractor 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. Contractor 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.

## VII. Client Informed Consent

Grantee may only request/query information for individuals who are applying for or participating in the Grantee's program and who have signed a release of information (see Attachment H - Form 115C).



**Attachment G**  
State of Utah  
Department of Workforce Services  
**DWS 3<sup>RD</sup> 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 <sup>rd</sup> Party Agency Contract or Agreement Number: _____	
Contract Dates: Start Date: _____	End Date: _____
<b>REQUESTED ACCESS</b>	
<input type="checkbox"/> AUDITOR	<input type="checkbox"/> AWARE
<input type="checkbox"/> EREP (STATE Agency Only)	<input type="checkbox"/> CONTENT NAVIGATOR IMAGING VIEW
<input type="checkbox"/> UI UNEMPLOYMENT TRANSACTIONS:	<input type="checkbox"/> ESHARE Role: _____
<input type="checkbox"/> UWORKS:	<input type="checkbox"/> WBPS
Job Title: _____	<input type="checkbox"/> WAGE
Office: _____	<input type="checkbox"/> CATS LABOR
Team: _____	<input type="checkbox"/> CATS EMPLOYEE
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: \_\_\_\_\_ Work Email: \_\_\_\_\_

Office Mailing Address: \_\_\_\_\_

Do you have an RSA Token?  Yes  No If yes, what is the number? \_\_\_\_\_

New/Re-instated  Delete User  Access Change

**STATE AGENCIES (Complete All Fields)**

State EIN: \_\_\_\_\_ 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 statute and administrative rules. Policies and procedures regarding proper use, ethics and conduct while accessing data must also be followed.

Access to DWS computer systems is given on a need-to-know basis only. This is authorized only by certified owners of the specific system. Any unauthorized or improper use of the system, or providing access to others by disclosing access codes, passwords, or leaving active workstations unattended, may result in loss of access and prosecution under state and federal statutes.

Users granted access to DWS computer systems may access the information only for legitimate business purposes and must guard against improper use or disclosure of this information. Any information accessed through a DWS computer system is confidential.

Users are not allowed to access their own information or the information of family members or close acquaintances.

Information systems are monitored to detect inappropriate access and protect customer information. Access, including queries, are logged and stored. **Ninety (90) days of user inactivity will result in termination of user access from the system.**

Users must immediately report any suspicion or knowledge of any inappropriate access, misuse or disclosure of confidential information. Users who are aware of inappropriate access, compilation, distribution or misuse of confidential information and who fail to report it are subject to loss of access and civil and criminal sanctions, including fines and prosecution under state and federal statutes.

- I understand there are confidentiality regulations that govern DWS.
- I will only use the information for purposes specifically authorized in the contract or agreement between my agency and the Department of Workforce Services.
- I agree to comply with program confidentiality requirements specified in that contract or agreement.
- I understand **my** failure to safeguard confidential data may result in penalties, including fines, costs of prosecution, and imprisonment.

**I have read and agree to all of the provisions outlined in this security policy statement.**

USER SIGNATURE:  /s/ \_\_\_\_\_ DATE: \_\_\_\_\_

USER NAME (print): \_\_\_\_\_

SUPERVISOR NAME (print): \_\_\_\_\_ PHONE: \_\_\_\_\_

SUPERVISOR SIGNATURE:  /s/ \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*SUPERVISOR'S SIGNATURE IS ACKNOWLEDGING THIS INDIVIDUAL HAS BEEN TRAINED IN DWS CONFIDENTIALITY AND NON-DISCLOSURE POLICIES\*\***

**\*\*\*Supervisors must notify the Contract Owner when a user's access to DWS computer systems must be removed because of termination, transfer, or other reasons.**

<b>DWS Data Security Only:</b>	Log ID: _____
DWS Contract Owner Initials (initial and email to <a href="mailto:DWS_DATA_SECURITY@utah.gov">DWS_DATA_SECURITY@utah.gov</a> ):	_____ Date: _____
DWS Data Security Signature: <u> /s/ _____</u>	Date: _____
DWS Business Owner: _____	Date: _____

**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: Evaluation Score Sheet Grant Option 1 – Work Based Learning Experiences

### Pre-ETS 2024

Score will be assigned as follows:

Application #: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Evaluator #: \_\_\_\_\_

- 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 each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applications scoring below 81 points may not be considered.

- Use the **GOOGLE FORM** to enter in all scores and comments for each application once you have completed the score sheet.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
<b>NARRATIVE</b>				
<b>1. PROGRAM OVERVIEW: (15 points possible)</b>				
The application provided a program description, including an overview of how the program will offer WBLEs. Applicant identified the number of students they project to serve, number of hours, population of students and staffing needed. Applicant outlined a program that will provide a solid and quality service to students. Note: reviewers should have a good high-level overview of the program and envision it as a good opportunity for the students USOR serves.		X3		<b>15 points possible</b>
<b>2. PROGRAM SERVICES (15 points possible)</b>				
The application described the scope of the WBLE. The applicant described a) how they will provide job exploration counseling to identify interests and preferences of the student b) their plan to use the job exploration to drive the work based learning sites c) how they intend to individualize student work sites d) how they will support students and employers on the work sites and have a solid plan to ensure the student is successful.  *Applicant proposed a model that will be effective in providing individualized, competitive, paid work experiences that will benefit students and employers.				<b>15 points possible</b>
<b>3. STAFFING: (10 points possible)</b>				
Applicant described the organizational staff positions that support their program proposal, including how they will comply with student data entry, outreach to students/the community, and service delivery. Applicant will be able to meet their program objectives with the staffing proposed. Applicant addressed how they will ensure their program staff are adequately trained and prepared to work with students with disabilities.		X2		<b>10 points possible</b>
<b>4. ELIGIBILITY: (10 points possible)</b>				
Programs will be required to ensure students meet eligibility requirements. Applicant described how the organization intends to address these requirements. (See the RFGA: Scope or Work for specific eligibility criteria).		X2		<b>10 points possible</b>

Note: Applicant addressed their ability to collect student's data (such as name, date of birth, social security number) as well as disability documentation and signatures.				
---	--	--	--	--

**5. AGENCY EXPERIENCE: (10 points possible)**

Applicant described and demonstrated past experiences working with students and Includes experience in the following: a. Working with students with disabilities b. Working with other individuals with disabilities c. Providing Transition and/or Pre-ETS services d. Developing WBLE and TWE sites		X2		<b>10 points possible</b>
---	--	----	--	---------------------------

**6. MEASUREMENTS AND OUTCOMES: (10 points possible)**

Applicant described in detail expected program performance measures and outcomes. Included information on expected skill gain of students served. a. Described a plan to conduct pre- and post-evaluations provided by DWS-USOR. b. Described how they will use the results to make program improvements. c. Described how they expect students to benefit from services.		X2		<b>10 points possible</b>
--	--	----	--	---------------------------

**7. COLLABORATION: (10 points possible)**

Programs will be required to collaborate with partner agencies. Applicant described and demonstrated past efforts and future plans in collaborating and coordinating with partners in order to provide services to youth and students with disabilities. Applicant has a solid plan to engage employer partners.		X2		<b>10 points possible</b>
--	--	----	--	---------------------------

**ADDITIONAL REQUIREMENTS**

**8. BUSINESS LICENSE OR ARTICLES OF INCORPORATION:**

If applicable, the program has provided a Business License or Articles of Incorporation/Articles of Organization.	Yes/No	N/A	N/A	<b>N/A</b>
---	--------	-----	-----	------------

**9. 501(c)(3):**

If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	<b>N/A</b>
---	--------	-----	-----	------------

**10. Insurance**

Program has provided a copy of their Insurance Certificate (Not applicable for government entities)	Yes/No	N/A	N/A	<b>N/A</b>
---	--------	-----	-----	------------

**COLLABORATION LETTERS**

**11. Collaboration Letters (x2): (10 points possible)**

Applicant attached two (2) collaboration letters from outside agencies/entities. The letters provided a brief description of the involvement with the services provided and include specific, detailed information about how the organizations will partner. These should not be letter(s) of support, but should detail how the entities will partner to provide opportunities for students to participate in WBLE activities.		X2		<b>10 points possible</b>
---	--	----	--	---------------------------

**BUDGET**

**12. BUDGET NARRATIVE AND ITEMIZATION FORM: (10 points possible)**

Applicant proposed a program(s) that is reasonable to meet student needs in accessing and participating in WBLEs. Does the proposed program justify the allowed cost per student and factor in support needs of students and employers?		X2		<b>10 points possible</b>
---	--	----	--	---------------------------

<b>TOTAL EVALUATION POINTS</b>		<b>Total</b>		<b>100 points possible</b>
--------------------------------	--	--------------	--	----------------------------

PRIORITY POINTS				
<b>13. Serving in Rural Counties: (10 points possible)</b>				
Applicant checked at least one bold Rural Counties on the Grant Application Cover Sheet & Program Information form.	Yes/No	N/A		<b>10 points possible</b>
<b>14. STEM Placement: (5 points possible)</b>				
Applicant described and demonstrated the ability to provide opportunities for students to gain exposure specifically in STEM fields (Science/Technology/Engineering/Math) in their proposal.	Yes/No	N/A		<b>5 points possible</b>
OVERALL				
<b>15. Outcomes and Outputs: (10 points possible)</b>				
Are the outcomes and outputs provided reasonable and realistic based on the anticipated number served, program narrative and budget? Will this program meet DWS OSOR's needs and help students with accessing competitive and integrated WBLE's based upon student's interests and preferences?		X2		<b>10 points possible</b>
<b>GRAND TOTAL EVALUATION POINTS</b>		<b>Total</b>		<b>125 points possible</b>

Evaluator Notes and Comments:



## Attachment J: Evaluation Score Sheet Grant Option 2 – Summer Programs

### Pre-ETS 2024

**Score will be assigned as follows:**

**Application #:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Evaluator #:** \_\_\_\_\_

- 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 each criteria listed below. Scores can range from a low of zero to a high of five (see box). Applications scoring below 81 points may not be considered.

- Use the **GOOGLE FORM** to enter in all scores and comments for each application once you have completed the score sheet.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
<b>NARRATIVE</b>				
<b>1. PROGRAM OVERVIEW: (15 points possible)</b>				
The application provided a program description including an overview of how the program will offer Pre-ETS. Applicant identified the number of students they project to serve, number of hours, population of students and staffing needed. Applicant outlined a program that will provide a solid and quality service to students. Note: reviewers should have a good high-level overview of the program and envision it as a good opportunity for the students USOR serves.		X3		<b>15 points possible</b>
<b>2. PROGRAM SERVICES: (15 points possible)</b>				
The application described the scope of the Pre-ETS to be offered. If services are offered in more than one modality, applicant provided detail for each. The applicant described a) Curriculum, job skill training, self-advocacy, work readiness, and/or other elements used for program implementation, and b) The structure of each of the proposed programs, including the duration, length and scope of the program. Applicant outlined a program that will provide a solid and quality service to students. Applicant proposed a reasonable location to provide services over the summer. Applicant identified how they will recruit students to fill their programs and meet their projections in number of students served.		X3		<b>15 points possible</b>
<b>3. STAFFING: (10 points possible)</b>				
Applicant described the organizational staff positions that support their program proposal, including how they will comply with collecting data, outreach to students/the community, and service delivery. Applicant will be able to meet their program objectives with the staffing proposed. Applicant addressed how they will ensure their program staff are adequately trained and prepared to work with students with disabilities.		X2		<b>10 points possible</b>
<b>4. ELIGIBILITY: (10 points possible)</b>				

Programs will be required to ensure students meet eligibility requirements. Applicant described how the organization intends to address these requirements. (See the RFGA: Scope or Work for specific eligibility criteria). Note: Applicant addressed their ability to collect student's data (such as name, date of birth, social security number) as well as disability documentation and signatures.		X2		<b>10 points possible</b>
<b>5. AGENCY EXPERIENCE: (10 points possible)</b>				
Applicant described and demonstrated past experiences working with students and includes experience in the following: a. Working with students with disabilities b. Working with other individuals with disabilities c. Providing transition and/or Pre-ETS services		X2		<b>10 points possible</b>
<b>6. MEASUREMENTS AND OUTCOMES: (10 points possible)</b>				
Applicant described in detail expected program performance measures and outcomes. Included information on expected skill gain of students served. a. Described a plan to conduct pre- and post-evaluations provided by DWS-USOR b. Described how they will use the results to make program improvements. c. Described how they expect students to benefit from services.		X2		<b>10 points possible</b>
<b>7. COLLABORATION: (10 points possible)</b>				
Programs will be required to collaborate with partner agencies. Applicant described and demonstrated past efforts and future plans in collaborating and coordinating with partners in order to provide services to youth and students with disabilities.		X2		<b>10 points possible</b>
<b>ADDITIONAL REQUIREMENTS</b>				
<b>8. BUSINESS LICENSE OR ARTICLES OF INCORPORATION:</b>				
If applicable, the program has provided a Business License or Articles of Incorporation.	Yes/No	N/A	N/A	<b>N/A</b>
<b>9. 501(c)(3):</b>				
If applicable (non-profit) the program has provided a 501(c)(3) letter.	Yes/No	N/A	N/A	<b>N/A</b>
<b>10. Insurance</b>				
Program has provided a copy of their Insurance Certificate (Not applicable for government entities)	Yes/No	N/A	N/A	<b>N/A</b>
<b>11. Collaboration Letters (x2): (10 points possible)</b>				
Applicant attached two (2) collaboration letters from outside agencies/entities. The letters provided a brief description of the involvement with the services provided and include specific, detailed information about how the organizations will partner. These should not be letter(s) of support, but should detail how the entities will partner to provide opportunities for students to participate in Pre-ETS activities.		X2		<b>10 points possible</b>
<b>BUDGET</b>				
<b>12. BUDGET DETAIL FORM: (10 points possible)</b>				
Applicant proposed a program(s) that is reasonable to meet student needs in accessing and participating in Pre-ETS. Does the proposed program justify the allowed cost per student?		X2		<b>10 points possible</b>
<b>TOTAL EVALUATION POINTS</b>		<b>Total</b>		<b>100 points possible</b>

PRIORITY POINTS				
<b>13. Serving in Rural Counties: (10 points possible)</b>				
Applicant checked at least three bold Rural Counties on the Grant Application Cover Sheet & Program Information form.	Yes/No	N/A		<b>10 points possible</b>
<b>14. Accessing STEM (5 points possible)</b>				
Applicant described and demonstrated the ability to provide opportunities for students to gain exposure to the STEM fields in their proposal. Applicant addressed how they will ensure students will have exposure to STEM occupations if it meets their interests and preference.	Yes/No	N/A		<b>5 points possible</b>
OVERALL				
<b>15. Outcomes and Outputs: (10 points possible)</b>				
Are the outcomes and outputs provided reasonable and realistic based on the anticipated number served, program narrative and budget? Will this program meet DWS-LEOP's needs and provide quality Pre-ETS?		X2		<b>10 points possible</b>
<b>GRAND TOTAL EVALUATION POINTS</b>		<b>Total</b>		<b>125 points possible</b>

**Evaluator Notes and Comments:**

## Attachment K: Evaluation Score Sheet for Presentations Pre-ETS 2024 Grant

Score will be assigned as follows:

Application #: \_\_\_\_\_

Organization: \_\_\_\_\_

Grant Option: \_\_\_\_\_

Evaluator #: \_\_\_\_\_

- 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

Instructions: Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of five (see box).

- Use the **GOOGLE FORM** to enter in all scores and comments for each application once you have completed the score sheet.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
<b>NARRATIVE</b>				
<b>1. DESCRIPTION OF PROGRAM: (15 points possible)</b>				
The applicant adequately described their program, including the structure, length, and services offered. The applicant explained how the program will look from a student's and other stakeholder's (such as employers, parents, and educators) perspective, including the process for how a student will move through the program (i.e. the scorer will have an understanding of how the student begins and ends the program).		X3		<b>15 points possible</b>
<b>2. PROGRAM MATERIALS (10 points possible)</b>				
The applicant provided the following program materials: a. Sample lesson plan/module b. Marketing material (pamphlet, brochure) describing the program c. Any other pertinent material Program materials are descriptive, professional and effectively target the population they are proposing to serve.		X2		<b>10 points possible</b>
<b>3. MARKETING/OUTREACH: (10 points possible)</b>				
Applicant described how they will market their program to students who are eligible and potentially eligible (as well as community partners, parents/families, and employers) for Pre-ETS in all of the counties they proposed to serve. Applicant has a solid plan to provide services in both rural and urban areas (if applicable). Applicant addressed their plan to provide outreach to various disability groups and populations (if applicable).		X2		<b>10 points possible</b>
<b>4. STAFFING: (10 points possible)</b>				

<p>Applicant described the organizational staff positions that support the program proposal. It is expected that the applicant projected adequate direct-level staff as well as support staff to successfully implement their overall program. Ratio of direct service staff to students seems adequate. Applicant has a solid plan for training and oversight of their program staff.</p>		<p>X2</p>		<p><b>10 points possible</b></p>
<p><b>5. OVERALL SUITABILITY: (15 points possible)</b></p>				
<p>The overall program/proposal is expected to meet DWS-USOR's needs in providing Pre-ETS to students with disabilities. The proposed program is feasible, cost effective, and valuable to students with disabilities. The applicant has a plan to provide outreach to multiple potential referral sources/students (if applicable). If the applicant is providing work-based learning experiences, they have a plan to engage employers and ensure students have access to paid experiences.</p>		<p>X3</p>		<p><b>15 points possible</b></p>
<p><b>GRAND TOTAL EVALUATION POINTS</b></p>		<p><b>Total</b></p>		<p><b>60 points possible</b></p>

**Evaluator Notes and Comments:**

This form is a Sample Only