

Department of Workforce Services

Request for Grant Applications (RFGA)

Refugee Capacity Building 2020-21

LETTER OF INTENT DUE: March 16, 2020 11:59 PM MDT (Midnight)

APPLICATION DUE: April 13, 2020 11:59 PM MDT (Midnight)



DEPARTMENT OF
**WORKFORCE
SERVICES**

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INTRODUCTION AND OBJECTIVE

OVERVIEW

The Department of Workforce Services (DWS) will fund one (1) year grants to Refugee Community Based Organizations (RCBO) to build their capacity and ability to assist refugee communities. This Request for Grant Applications (RFGA) is funded by the State of Utah General Funds, and other funds, and is administered through DWS, Refugee Services Office (RSO). A community organization will be contributing funding through direct contributions to certain awarded organizations, as determined by DWS.

OBJECTIVE

Program-Specific Grant

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

Awarded programs will be categorized by DWS into the following categories: Language Learning, Employment Training and Referrals, Youth Development, Computer and Technology Training, and Life Skills. These programs will also have the option to add additional services to their primary program services, increase participation, and encourage an enthusiastic, engaged community. Additional services may include: sports, home visits, cultural preservation, board development, dance, yoga, and cultural and community events.

Organization Levels

Organizations may apply to provide services in one (1) of three (3) levels.

- For previously funded organizations, DWS will communicate the appropriate level, based on the Grant Level Evaluation.
- All first-time applications must apply for Level One.
- Only one (1) application will be accepted per Employer Identification Number (EIN).

Choose the appropriate level based on the instructions above.

- **Level One:** This level is intended for new organizations, organizations with minimal structure, or organizations that want to apply for one (1) program. Starting July 2020 an organization may only be awarded for Level One program services for a maximum of five (5) years. An organization may be eligible to reset the time limit if the organization undergoes considerable structural changes, as determined by DWS.

Funding: Up to \$5,000 in total funding.

- **Level Two:** This level is intended for organizations with a history of meeting performance standards for prior Level Two RCBO grants or organizations that have been determined eligible for Level Two by DWS. Programs may be provided for one (1) or two (2) program categories. Programs with multiple categories must have separate program coordinators for each category. Starting July 2020 an organization may only be awarded for Level Two program services for a maximum of four (4) years.

Funding: Up to \$15,000 in total funding.

- **Level Three:** This level requires an existing 501(c)(3). It is intended for organizations with a history of meeting performance standards for prior Level Three RCBO grants or organizations that have been determined eligible for Level Three RCBO grants by DWS. Programs may be provided for up to three (3) program categories. Programs with multiple categories must have separate program coordinators for each category. Starting July 2020 an organization may only be awarded for Level Three program services for a maximum of three (3) years. Any funding beyond this will be determined at a later date.

Funding: Up to \$30,000 in total funding.

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

- One (1) point to programs occurring at the Refugee Education and Training Center.
- One (1) point to programs that serve participants from multiple refugee communities.
- One (1) point to programs that include food stamp fraud as a program workshop topic.
- Five (5) points to programs that include domestic violence prevention as a program workshop topic.

Selected organizations will be expected to work closely with DWS, refugee communities, and general service providers to develop refugees' capacity to navigate the community and services needed for integration.

GRANT INFORMATION

MINIMUM REQUIREMENTS

1. The organization must be a refugee-led organization whose primary focus is to serve the Cache, Weber, Salt Lake, and Utah county refugee communities.
2. More than half (51%) of the Board of Directors of the refugee-led organization must be comprised of refugees or former refugees.
3. **The organization must ensure that all refugee populations are allowed access to RSO-funded programming. No refugee population, community, ethnic group, or individual may be excluded. However, programming may specifically target women, youth, elderly, or other segments of the population.**
4. The organization must acquire an Employer Identification Number (EIN) from the IRS, if not previously acquired.
5. The organization must be a non-profit organization with a charitable permit that is up-to-date.
6. The organization must be registered as a business through the State of Utah. Department of Commerce, Division of Corporations and Commercial Code.
7. **The organization must provide a completed application. Incomplete or late applications may not be considered.**
8. See *Attachment B: Scope of Work* for detailed requirements.

WHO MAY APPLY

1. Organizations who meet the criteria stated in the “Minimum Requirements” above.
2. One application will be accepted per Employer Identification Number (EIN) during the grant period (July 1, 2020 to June 30, 2021).
3. Collaboration between multiple organizations is encouraged; however subcontracting under this agreement will not be allowed.
4. Organizations previously receiving funding from DWS must be in good standing to be considered for funding.
5. Previously funded programs that have demonstrated proven outcomes.

EXPECTED MEASUREMENTS AND OUTCOMES

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

BUDGET

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

FUNDING AND PERIOD OF PERFORMANCE

1. Organizations shall qualify for ONE funding level:
Level One:
 - a. Program funding from July 1, 2020 to June 30, 2021.
 - b. Maximum award amount: **\$5,000** in total funding.Level Two:
 - c. Program funding from July 1, 2020 to June 30, 2021.
 - d. Maximum award amount: **\$15,000** in total funding.Level Three:
 - e. Program funding from July 1, 2020 to June 30, 2021.
 - f. Maximum award amount: **\$30,000** in total funding.
2. The grant is funded by the State of Utah General Funds and a community organization contribution. Funding for each grant may be paid fully by State of Utah General Funds or a combination of State of Utah General Funds and community organization funds.
3. Either party may elect to terminate the 2021 RCBO Grant at any time.
4. Funding availability for the Refugee Capacity Building Grant is determined on a yearly basis and may affect grant status. Funding amounts can vary per year, including total grant funds and individual grant awards. DWS reserves the right to eliminate the RCBO grant at any time.
5. Funds must be utilized within the grant period of July 1, 2020 to June 30, 2021.
6. Funding shall be distributed during the grant period in two allotments.
7. Organizations shall remain within budget constraints on *Appendix A: Budget Narrative and Itemization Form*.
8. Organization shall provide documentation (i.e. receipts, invoices) for all expenses.
 - a. **Expenditures that do not have an invoice and acceptable receipt cannot be included.**
 - b. **Unspent funds or funds improperly accounted for must be returned at the end of the grant period.**
9. The amount of the grant shall be awarded based on the program application, evaluation criteria, and funding availability.

EVALUATION AND AWARD

1. Grant applications shall be evaluated on a competitive basis.
2. An Employer Identification Number (EIN) may not receive more than one award.
3. Organizations must be available for questions or clarification during the grant review period. The organization must provide a single point of contact with whom the Refugee Services Office will communicate.
4. Applicants must be available for presentations upon request.

5. Applications may score a maximum of 80 points, including any priority points. Applications scoring below 32 may not be considered.
 - a. Level Two and Level Three applications only:
 - i. Organizations applying for more than one (1) program are required to complete a separate application narrative (Appendix C) for each program.
 - ii. Each program application narrative (Appendix C) will be scored separately.
 - iii. Each application narrative score will be averaged, to come up with a total overall score for the organization.
 - iv. Low scoring programs and corresponding budget(s) may be excluded from an award.
6. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
- 7. Organizations may be awarded partial grants, as determined by DWS.**
8. Grants shall be awarded based on demonstrated needs, quality of the program and population served.
9. Awards shall be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
10. Successful grant applications shall be open to public inspection after grant award under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application shall be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must accompany the grant application.

QUESTIONS

RSO is available to provide general application assistance upon request. Please contact Brady Misustin, Refugee Data and Contract Specialist, at bmisustin@utah.gov, 385-272-0886 to schedule an appointment.

Questions requesting clarification or interpretation of any section of this RFGA should be submitted in writing on or before March 23, 2020 at 5:00 PM MDT. All questions will be made public. All questions and written responses will be posted by **April 6, 2020 at 5:00 PM MDT**, on the DWS website at <https://jobs.utah.gov/department/rfg/index.html> for all prospective applicants to view. Direct questions to the following:

Capacity Building Specialist: Joe Nahas, jnahas@utah.gov, 801-759-5976

Contract Owner: Brady Misustin, bmisustin@utah.gov, 385-272-0886

Contract Analyst: Jeffrey Johnson, jvjohnson@utah.gov, 801-971-3170

ADDENDA

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. Final Addenda will be posted no later than 5:00 PM MDT on March 18, 2020.

APPLICATION PROCESS

TIMELINE

- **March 12, 2020, 6:00 PM MDT:** Pre-Proposal Meeting
- **April 6, 2020, 11:59 PM MDT (Midnight):** Letter of Intent Due
- **April 13, 2020, 11:59 PM MDT (Midnight):** Application Submission Deadline
- **June 2020:** Anticipated Grant Award Date
- **July 1, 2020:** Award Effective Date

PRE-PROPOSAL MEETING

1. In Person:
Thursday, March 12, 2020, 6:00 PM to 8:00 PM MDT
Refugee Education and Training Center
250 West 3900 South, Room 133
Salt Lake City, Utah 84107

LETTER OF INTENT

1. The Letter of Intent is due March 16, 2020 at 11:59 PM MDT (Midnight).
2. All intent letters must be submitted by March 16, 2020 at 11:59 PM MDT (Midnight) or applications may not be considered for funding.
3. Location of online Letter of Intent is found here:
https://docs.google.com/forms/d/e/1FAIpQLSdUHI6P6Hm5NiLL9Xsq66SYWv05crCKCWA/RtJmYZPzToWQbZg/viewform?usp=pp_url

REQUIRED DOCUMENTS

1. Include valid charitable permit with the application.
 - a. Proof of a submitted charitable permit application may be accepted.
2. Include 501(c)(3) Letter with application- required for Level 3 applications.

HOW TO APPLY

1. By submitting an application to this RFGA, the Applicant acknowledges and agrees that the requirements, Scope of Work, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed within the Q&A period. The Applicant further acknowledges that it has read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.
2. Applicant must use the forms found at <https://jobs.utah.gov/department/rfg/index.html> to submit an application.
3. Applicant must bear the cost of preparing and submitting the application.
4. Application should be formatted as outlined so the grant evaluation committee can rate it for completeness and responsiveness.
5. Failure to comply with any part of the RFGA may result in disqualification of the application.

6. Application forms must be typed. The forms are created as save-able documents. Forms can be found at <https://jobs.utah.gov/department/rfg/index.html>.
 - a. The PDF forms should be submitted by email in the original format, not scanned.
 - b. Printed applications should be stapled, not bound or in a binder.
7. Application Cover Sheet should be the first page of the application.
8. Application copy must submitted via email. All PDF forms should be in the original format (without the final signature) and submitted with all attachments to jvjohnson@utah.gov with the subject line as RCBO 2021.
9. Emailed copy **must be received no later than April 13, 2020 at 11:59 PM MDT (Midnight)**. Application may not be faxed. **Late applications shall not be accepted.** No exceptions! Applications received after 11:59 PM (Midnight) shall not be accepted.
10. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, or addenda, All additional information will be discarded prior to scoring.
11. DWS may request the correction of immaterial omissions during the review period. Applicant must respond within the time period provided in the request.
12. At the request of the organization, DWS may offer technical support in submitting of the application.

SUBMISSION CHECKLISTS

Pre-Application Checklist	
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Letter of Intent, due March 16, 2020, 11:59 PM MDT (Midnight)

Application Checklist, Due: April 13, 2020, 11:59 PM MDT (Midnight)	
<input type="checkbox"/>	Submit one copy via email
<input type="checkbox"/>	Grant Application Cover Sheet and Program Information
<input type="checkbox"/>	Grant Application Narrative
<input type="checkbox"/>	Work Plan
<input type="checkbox"/>	Charitable Permit
<input type="checkbox"/>	501(c)(3) Letter – Only required for Level 3 applications
<input type="checkbox"/>	Budget Narrative and Itemization Form

Submit **Letter of Intent** by March 16, 2020, 11:59 PM MDT (Midnight) using the online form.
https://docs.google.com/forms/d/e/1FAIpQLSdUHI6P6Hm5NiLL9Xsgt6SYWv05crCKCWARTJmYZPzToWQbZg/viewform?usp=pp_url

Application must be received by **April 13, 2020, 11:59 PM MDT (Midnight)**. Please submit to:

Email copy (required):
jvjohnson@utah.gov

Questions:

Contract Owner: Brady Misustin, 385-272-0886, bmisustin@utah.gov

Contract Analyst: Jeffrey Johnson, 801-971-3170, jvjohnson@utah.gov

Department of Workforce Services - RCBO Capacity Building Grant
July 1, 2020 - June 30, 2021
Budget Narrative and Itemization Form

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

Organization:			
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested		DWS Funds Requested
1. Salaries			
2. Other Administrative Costs			
Total Category II Administrative Expenses			\$0
Category III Direct Program Expenses	Organizational Expenses <small>(Example: Insurance, background checks, office supplies, etc)</small>	Program Expenses	DWS Funds Requested
1. Salaries <small>(Example: \$15 per hour x 24 total hours = \$360)</small>			
2. Travel/Transportation			
3. Space Costs			
4. Supplies			
5. Food <small>(Note: total food costs must not exceed 5% of the total budget)</small>			
6. Organizational and Staff Development <small>(Example: Licensing fees, background checks, etc)</small>			
7. Conferences/Workshops			
8. Insurance			
9. Professional Fees/Contract Services <small>(Example: Childcare, interpreters, etc)</small>			
Total Category III Program Expenses			\$0
Total Expenses Category II and III			\$0

Department of Workforce Services - RCBO Capacity Building Grant
July 1, 2020 - June 30, 2021
Budget Narrative and Itemization Form

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

Organization:				
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested			DWS Funds Requested
1. Salaries				
2. Other Administrative Costs				
Total Category II Direct Administrative Expenses				\$0
Category III Direct Program Expenses	Organizational Expenses <small>(Example: Insurance, background checks, office supplies, etc)</small>	Program 1 Expenses	Program 2 Expenses <small>(if applicable)</small>	DWS Funds Requested
1. Salaries <small>(Example: \$15 per hour x 24 total hours = \$360)</small>				
2. Travel/Transportation				
3. Space Costs				
4. Supplies				
5. Food <small>(Note: total food costs must not exceed 5% of the total budget)</small>				
6. Organizational and Staff Development <small>(Example: Licensing fees, background checks, etc)</small>				
7. Conferences/Workshops				
8. Insurance				
9. Professional Fees/Contract Services <small>(Example: Childcare, interpreters, etc)</small>				
Total Category III Direct Program Expenses				\$0
Total Expenses Category II and III				\$0

Department of Workforce Services - RCBO Capacity Building Grant
July 1, 2020 - June 30, 2021
Budget Narrative and Itemization Form

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

Organization:					
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested				DWS Funds Requested
1. Salaries					
2. Other Administrative Costs					
Total Category II Direct Administrative Expenses					\$0
Category III Direct Program Expenses	Organizational Expenses <small>(Example: Insurance, background checks, office supplies, etc)</small>	Program 1 Expenses	Program 2 Expenses <small>(if applicable)</small>	Program 3 Expenses <small>(if applicable)</small>	DWS Funds Requested
1. Salaries <small>(Example: \$15 per hour x 24 total hours = \$360)</small>					
2. Travel/Transportation					
3. Space Costs					
4. Supplies					
5. Food <small>(Note: total food costs must not exceed 5% of the total budget)</small>					
6. Organizational and Staff Development <small>(Example: Licensing fees, background checks, etc)</small>					
7. Conferences/Workshops					
8. Insurance					
9. Professional Fees/Contract Services <small>(Example: Childcare, interpreters, etc)</small>					
Total Category III Direct Program Expenses					\$0
Total Expenses Category II and III					\$0

Appendix B

Department of Workforce Services Refugee Capacity Building 2020 Grant Application Cover Sheet

ORGANIZATION

Organization: _____

EIN #: _____

Total Grant Funds Requested in this application: \$_____ (This needs to match the total on Appendix A – Budget)

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

Check the forms you are including in this application*:

Copy of Charitable Permit (Mandatory) Copy of 501c(3) Letter (Mandatory for Level 3)

***Note: Organizations who do not include a Charitable Permit, a copy of the 501(c)(3) (for Level 3), and whose board is not comprised of 51% refugees or former refugees will not be considered.**

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

Name: _____ Position: _____

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

Telephone: _____ Email: _____

Signature: _____ **Date:** _____

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

BOARD OF DIRECTORS

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

Yes

No

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

Appendix C
Level One Application

**Department of Workforce Services – Refugee Capacity Building 2020
Level One Application**

Organization:

NOTE: Every program must have included *Appendix D: Work Plan, Goals, and Outcomes*

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

Check the service the program will offer:

Program One

(check only one category)

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

Additional Services

(Choose, if any)

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

Section B: Grant Application Narrative for Program One

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

1. COMMUNITY NEED

Provide a detailed explanation of the need within your community that your program will address.

2. PROGRAM DESCRIPTION

Please provide a detailed description of the program that will address the need stated above.

3. TARGET POPULATION

a. What is your target population?

b. What experience do you have working with your target population?

c. How will you attract and maintain these participants?

4. ORGANIZATIONAL CAPACITY

a. What challenges do you think you and/or your target population might face implementing the program? (i.e. transportation, childcare, recruitment)

b. What are your ideas for overcoming these challenges?

c. What resources and partnerships do you have to support this program?

5. PROGRAM COORDINATOR

List information for the person who is in charge of running this program.

Name	Phone Number	Email Address

APPLICATION ATTACHMENTS

1. Copy of Charitable Permit (mandatory)

Appendix D Work Plan, Goals, and Outcomes

NOTE: Every program must have this form included

<u>WORK PLAN</u>	
<p>Program Goal(s) What will you accomplish?</p> <p><i>(Example: Reduce high school dropouts; encourage higher education)</i></p>	
<p>Workshop Topics List topics that your program will cover.</p>	
<p>Total Number of Workshops</p>	
<p>Where will your workshops take place?</p>	
<p>Number of Participants per Workshop</p>	
<p>Program Outcomes - must be numbers What result(s) will indicate you have accomplished your goal(s)?</p> <p><i>(Example: 10 participants applied and approved for scholarships; 5 participants accepted to college; 60% of unemployed participants got a job)</i></p>	<p>1.</p>
	<p>2.</p>
	<p>3.</p>

Appendix C
Level Two Application

Department of Workforce Services – Refugee Capacity Building 2020
Level Two Application – Program One

Organization:

NOTE: Every program must have included *Appendix D: Work Plan, Goals, and Outcomes*

Section A: Program Services - Please select the service that will be provided FOR PROGRAM SERVICE ONE under this grant (Check box that applies for the proposed program)

Check the first service the program will offer:

Program One

(check only one category)

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

Additional Services

(Choose, if any)

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

Section B: Grant Application Narrative for Program One

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

1. COMMUNITY NEED

Provide a detailed explanation of the need within your community that your program will address.

2. PROGRAM DESCRIPTION

Please provide a detailed description of the program that will address the need stated above.

3. TARGET POPULATION

a. What is your target population?

b. What experience do you have working with your target population?

c. How will you attract and maintain these participants?

4. ORGANIZATIONAL CAPACITY

a. What challenges do you think you and/or your target population might face implementing the program? (i.e. transportation, childcare, recruitment)

b. What are your ideas for overcoming these challenges?

c. What resources and partnerships do you have to support this program?

5. PROGRAM COORDINATOR

List information for the person who is in charge of running this program.

Name	Phone Number	Email Address

APPLICATION ATTACHMENTS

1. Copy of Charitable Permit (mandatory)

CONTINUE ONLY IF YOU ARE APPLYING FOR A SECOND PROGRAM.

Appendix D Work Plan, Goals, and Outcomes

NOTE: Every program must have this form included

<u>WORK PLAN</u>	
<p>Program Goal(s) What will you accomplish?</p> <p><i>(Example: Reduce high school dropouts; encourage higher education)</i></p>	
<p>Workshop Topics List topics that your program will cover.</p>	
<p>Total Number of Workshops</p>	
<p>Where will your workshops take place?</p>	
<p>Number of Participants per Workshop</p>	
<p>Program Outcomes - must be numbers What result(s) will indicate you have accomplished your goal(s)?</p> <p><i>(Example: 10 participants applied and approved for scholarships; 5 participants accepted to college; 60% of unemployed participants got a job)</i></p>	<p>1.</p>
	<p>2.</p>
	<p>3.</p>

Appendix C

Level Two Application

Department of Workforce Services – Refugee Capacity Building 2020 Level Two Application – Program Two

Organization:

NOTE: Every program must have included *Appendix D: Work Plan, Goals, and Outcomes*

Section A: Program Services - Please select the service that will be provided FOR PROGRAM SERVICE TWO, IF ANY under this grant (Check box that applies for the proposed program)

Check the second service the program will offer:

Program Two (if applicable)

(check only one category)

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

Additional Services

(Choose, if any)

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

Section B: Grant Application Narrative for Program One

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

2. COMMUNITY NEED

Provide a detailed explanation of the need within your community that your program will address.

3. PROGRAM DESCRIPTION

Please provide a detailed description of the program that will address the need stated above.

4. TARGET POPULATION

a. What is your target population?

b. What experience do you have working with your target population?

c. How will you attract and maintain these participants?

5. ORGANIZATIONAL CAPACITY

a. What challenges do you think you and/or your target population might face implementing the program? (i.e. transportation, childcare, recruitment)

b. What are your ideas for overcoming these challenges?

c. What resources and partnerships do you have to support this program?

6. PROGRAM COORDINATOR

List information for the person who is in charge of running this program.

Name	Phone Number	Email Address

APPLICATION ATTACHMENTS

7. Copy of Charitable Permit (mandatory)

Appendix D Work Plan, Goals, and Outcomes

NOTE: Every program must have this form included

<u>WORK PLAN</u>	
<p>Program Goal(s) What will you accomplish?</p> <p><i>(Example: Reduce high school dropouts; encourage higher education)</i></p>	
<p>Workshop Topics List topics that your program will cover.</p>	
<p>Total Number of Workshops</p>	
<p>Where will your workshops take place?</p>	
<p>Number of Participants per Workshop</p>	
<p>Program Outcomes - must be numbers What result(s) will indicate you have accomplished your goal(s)?</p> <p><i>(Example: 10 participants applied and approved for scholarships; 5 participants accepted to college; 60% of unemployed participants got a job)</i></p>	<p>1.</p>
	<p>2.</p>
	<p>3.</p>

Appendix C

Level Three Application

Department of Workforce Services – Refugee Capacity Building 2020 Level Three Application – Program One

Organization:

NOTE: Every program must have included *Appendix D: Work Plan, Goals, and Outcomes*

Section A: Program Services - Please select the service that will be provided FOR PROGRAM SERVICE ONE under this grant (Check boxes that apply for the proposed program)

Check the first service the program proposes to offer.

Program One

(check only one category)

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

Additional Services

(Choose, if any)

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

Section B: Grant Application Narrative for Level Three, Program One

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

1. COMMUNITY NEED

Provide a detailed explanation of the need within your community that your program will address.

2. PROGRAM DESCRIPTION

Please provide a detailed description of the program that will address the need stated above.

3. TARGET POPULATION

a. What is your target population?

b. What experience do you have working with your target population?

c. How will you attract and maintain these participants?

4. ORGANIZATIONAL CAPACITY

a. What challenges do you think you and/or your target population might face implementing the program? (i.e. transportation, childcare, recruitment)

b. What are your ideas for overcoming these challenges?

c. What resources and partnerships do you have to support this program?

5. PROGRAM COORDINATOR

List information for the person who is in charge of running this program.

Name	Phone Number	Email Address

APPLICATION ATTACHMENTS

1. **Copy of Charitable Permit (mandatory)**
2. **Copy of 501(c)(3) Letter** - If applicable for Level One and Two, **Mandatory for Level Three**

CONTINUE ONLY IF YOU ARE APPLYING FOR ADDITIONAL PROGRAMS

Appendix D Work Plan, Goals, and Outcomes

NOTE: Every program must have this form included

<u>WORK PLAN</u>	
<p>Program Goal(s) What will you accomplish?</p> <p><i>(Example: Reduce high school dropouts; encourage higher education)</i></p>	
<p>Workshop Topics List topics that your program will cover.</p>	
<p>Total Number of Workshops</p>	
<p>Where will your workshops take place?</p>	
<p>Number of Participants per Workshop</p>	
<p>Program Outcomes - must be numbers What result(s) will indicate you have accomplished your goal(s)?</p> <p><i>(Example: 10 participants applied and approved for scholarships; 5 participants accepted to college; 60% of unemployed participants got a job)</i></p>	<p>1.</p>
	<p>2.</p>
	<p>3.</p>

Appendix C

Level Three Application

Department of Workforce Services – Refugee Capacity Building 2020 Level Three Application – Program Two

Organization:

NOTE: Every program must have included *Appendix D: Work Plan, Goals, and Outcomes*

Section A: Program Services - Please select the service that will be provided FOR PROGRAM SERVICE TWO, IF ANY under this grant (Check boxes that apply for the proposed program)

Check the second service the program proposes to offer.

Program Two (if applicable)

(check only one category)

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

Additional Services

(Choose, if any)

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

Section B: Grant Application Narrative for Level Three, Program Two

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

6. COMMUNITY NEED

Provide a detailed explanation of the need within your community that your program will address.

7. PROGRAM DESCRIPTION

Please provide a detailed description of the program that will address the need stated above.

8. TARGET POPULATION

a. What is your target population?

b. What experience do you have working with your target population?

c. How will you attract and maintain these participants?

9. ORGANIZATIONAL CAPACITY

a. What challenges do you think you and/or your target population might face implementing the program? (i.e. transportation, childcare, recruitment)

b. What are your ideas for overcoming these challenges?

c. What resources and partnerships do you have to support this program?

10. PROGRAM COORDINATOR

List information for the person who is in charge of running this program.

Name	Phone Number	Email Address

APPLICATION ATTACHMENTS

1. **Copy of Charitable Permit (mandatory)**
2. **Copy of 501(c)(3) Letter - If applicable for Level One and Two, Mandatory for Level Three**

CONTINUE ONLY IF YOU ARE APPLYING FOR ADDITIONAL PROGRAMS

Appendix D Work Plan, Goals, and Outcomes

NOTE: Every program must have this form included

<u>WORK PLAN</u>	
<p>Program Goal(s) What will you accomplish?</p> <p><i>(Example: Reduce high school dropouts; encourage higher education)</i></p>	
<p>Workshop Topics List topics that your program will cover.</p>	
<p>Total Number of Workshops</p>	
<p>Where will your workshops take place?</p>	
<p>Number of Participants per Workshop</p>	
<p>Program Outcomes - must be numbers What result(s) will indicate you have accomplished your goal(s)?</p> <p><i>(Example: 10 participants applied and approved for scholarships; 5 participants accepted to college; 60% of unemployed participants got a job)</i></p>	<p>1.</p>
	<p>2.</p>
	<p>3.</p>

Appendix C

Level Three Application

Department of Workforce Services – Refugee Capacity Building 2020 Level Three Application – Program Three

Organization:

NOTE: Every program must have included *Appendix D: Work Plan, Goals, and Outcomes*

Section A: Program Services - Please select the service that will be provided FOR PROGRAM SERVICE THREE, IF ANY under this grant (Check boxes that apply for the proposed program)

Check the third service the program proposes to offer.

Program Three (if applicable)

(check only one category)

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

Additional Services

(Choose, if any)

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

Section B: Grant Application Narrative for Level Three, Program Three

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

11. COMMUNITY NEED

Provide a detailed explanation of the need within your community that your program will address.

12. PROGRAM DESCRIPTION

Please provide a detailed description of the program that will address the need stated above.

13. TARGET POPULATION

a. What is your target population?

b. What experience do you have working with your target population?

c. How will you attract and maintain these participants?

14. ORGANIZATIONAL CAPACITY

a. What challenges do you think you and/or your target population might face implementing the program? (i.e. transportation, childcare, recruitment)

b. What are your ideas for overcoming these challenges?

c. What resources and partnerships do you have to support this program?

15. PROGRAM COORDINATOR

List information for the person who is in charge of running this program.

Name	Phone Number	Email Address

APPLICATION ATTACHMENTS

1. **Copy of Charitable Permit (mandatory)**
2. **Copy of 501(c)(3) Letter - If applicable for Level One and Two, Mandatory for Level Three**

Appendix D Work Plan, Goals, and Outcomes

NOTE: Every program must have this form included

<u>WORK PLAN</u>	
<p>Program Goal(s) What will you accomplish?</p> <p><i>(Example: Reduce high school dropouts; encourage higher education)</i></p>	
<p>Workshop Topics List topics that your program will cover.</p>	
<p>Total Number of Workshops</p>	
<p>Where will your workshops take place?</p>	
<p>Number of Participants per Workshop</p>	
<p>Program Outcomes - must be numbers What result(s) will indicate you have accomplished your goal(s)?</p> <p><i>(Example: 10 participants applied and approved for scholarships; 5 participants accepted to college; 60% of unemployed participants got a job)</i></p>	<p>1.</p>
	<p>2.</p>
	<p>3.</p>

Appendix E: Evaluation Score Sheet

Date: _____

Program # (Level Two and Three only) _____

Application #: _____

Organization: _____

Evaluator #: _____

Score will be assigned as follows:
0 = Failure, no response
1 = Poor, inadequate, fails to meet requirement
2 = Average, meets minimum requirement
3 = Above average, exceeds minimum requirement

Instructions: Each program application will be scored individually. Evaluate how well the applicant responded to each criteria listed below. Scores can range from a low of zero to a high of three (see box). Applications scoring below 32 points, or applications with multiple programs scoring an overall average of 32 points, will not be considered.

Evaluation Criteria	Score (Range 0-3)	Weight	Points (Multiply Score x Weight)	Total Points Possible
NARRATIVE				
COMMUNITY NEED: (12 points possible)				
1. The application demonstrates why this program is needed.		X4		12 points possible
PROGRAM DESCRIPTION: (15 points possible)				
2. The application provides a detailed description of the program.		X5		15 points possible
TARGET POPULATION: (9 points possible)				
3. The application describes the target population for the programming.		X1		3 points possible
4. The organization has experience working with the target population.		X1		3 points possible
5. The application describes a clear plan for attracting and maintaining participants.		X1		3 points possible
ORGANIZATIONAL CAPACITY: (9 points possible)				
6. The application clearly states the predicted challenges the organization might face.		X1		3 points possible
7. The application details ideas for overcoming each of the challenges described.		X1		3 points possible
8. The organization has listed resources and partnerships to support the program.		X1		3 points possible
WORK PLAN: (15 points possible)				
9. The application lists realistic goals.		X1		3 points possible
10. The application details workshop topics. These topics are consistent with the program description.		X1		3 points possible
11. The organization states the total number of workshops proposed <u>and</u> the number of participants that will attend each workshop. The program will serve at least 20 participants.		X1		3 points possible
12. The application lists clear, relevant, and realistic outcomes.		X2		6 points possible

PROGRAM COORDINATOR: (3 points possible)				
13. The application lists contact information for the person who is responsible for running the program.		X1		3 points possible
BUDGET				
BUDGET NARRATIVE AND ITEMIZATION FORM: (9 points possible)				
14. The budget details include the cost breakdown for each line item, including any requested administrative costs. Includes the total budget. <ul style="list-style-type: none"> • Example: total annual cost for an art instructor = (hourly rate) x (length of class period) x (number of classes taught). • Costs should be reasonable and customary. 		X3		9 points possible
PRIORITY POINT				
15. Programming takes place at the Refugee Education and Training Center.	Yes/No	N/A		1 point possible
16. Program serves participants from multiple refugee communities.	Yes/No	N/A		1 point possible
17. Workshop topics include food stamp fraud.	Yes/No	N/A		1 point possible
18. Workshop topics include domestic violence prevention.	Yes/No	N/A		5 points possible
TOTAL EVALUATION POINTS		Total		80 points possible

FOR LEVEL TWO AND THREE PROGRAMS ONLY:

Organizations may apply for multiple programs (up to two (2) programs for Level Two and up to three (3) programs for Level Three). Each program shall be scored individually. Program scores shall be averaged for an overall organization score.

Program One Total Points	Program Two Total Points	Program Three (Level Three only) Total Points	Total Points / # of programs	TOTAL OVERALL POINTS
			$\frac{\text{Points}}{\text{Programs}}$	

Evaluator Notes and Comments (use additional pages as needed):

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

1. DEFINITIONS:

- a. "**GRANTEE**" means the individual or entity receiving the funds identified in this Agreement. The term "GRANTEE" shall include GRANTEE's agents, officers, employees, and partners.
- b. "**Subcontractor/Subgrantee**" means an individual or entity that has entered into an agreement with the original GRANTEE to perform services or provide goods which the original GRANTEE is responsible for under the terms of this Agreement. Additionally, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.
- c. "**Volunteer**" means an authorized individual performing a service without pay or other compensation.
- d. "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. DWS reserves the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- e. "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

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

3. CONFLICT OF INTEREST:

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

4. RELATED PARTIES:

- a. GRANTEE shall not use Grant funds to make any payments to related parties without the prior written consent of DWS. GRANTEE is obligated to notify DWS of any contemplated related party payment prior to making a purchase. Payments made by GRANTEE to related parties without prior written consent may be disallowed and may result in an overpayment assessment.
- b. GRANTEE is defined as all owners, partners, directors, and officers of GRANTEE or others with authority to establish policies and make decisions for GRANTEE.
- c. Related parties is defined as:
 - i. A person who is related to GRANTEE through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d), as father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, grandson, granddaughter, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

- ii. An organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is related to GRANTEE through blood or marriage, as defined above.
 - d. Upon notification of proposed related party payment, DWS may, at its discretion:
 - i. Require GRANTEE to undertake competitive bidding for the goods or services,
 - ii. Require satisfactory cost justification prior to payment, or
 - iii. Take other steps that may be necessary to assure that the goods or services provided afford DWS a satisfactory level of quality and cost.
 - e. Any related-party payments contemplated under this Agreement must be disclosed on a written statement to DWS which shall include:
 - i. The name of GRANTEE'S representative who is related to the party to whom GRANTEE seeks to make payments;
 - ii. the name of the other related party;
 - iii. the relationship between the individuals identified in "i" and "ii" above;
 - iv. a description of the transaction in question and the dollar amount involved;
 - v. the decision-making authority of the individuals identified in "i" and "ii" above, with respect to the applicable transaction;
 - vi. the potential effect on this Agreement if the payment to the related party is disallowed;
 - vii. the potential effect on this Agreement if the payment to the related party is made; and
 - viii. the measures taken by GRANTEE to protect DWS from potentially adverse effects resulting from the identified parties' relationship.
- 5. **INDEMNITY:** GRANTEE shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless DWS and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of GRANTEE'S performance of this Agreement caused by any intentional act or negligence of GRANTEE, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the GRANTEE shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DWS. The parties agree that if there are any limitations of the GRANTEE'S liability, including a limitation of liability clause for anyone for whom the GRANTEE is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of DWS.
- 6. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** GRANTEE will indemnify and hold DWS and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against DWS or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of GRANTEE'S liability, such limitations of liability will not apply to this section.
- 7. **OWNERSHIP IN INTELLECTUAL PROPERTY:** DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- 8. **AMENDMENTS:** This Agreement, including the Scope of Work may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if identified elsewhere in this Agreement.
- 9. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.
- 10. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
- 11. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement.

GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

12. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:

- a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Agreement may not be assigned by GRANTEE without the written consent of DWS. Any assignment by GRANTEE without DWS's written consent shall be wholly void.
- b. If GRANTEE enters into subcontracts the following provisions apply:
 - i. Duties of Subgrantee/Subcontractor: Regardless of whether a particular provision in this Agreement mentions subgrantees, a subgrantee must comply with all provisions of this Agreement including, insurance requirements and the fiscal and program requirements. GRANTEE retains full responsibility for the Agreement compliance whether the services are provided directly or by a subgrantee.
 - ii. Provisions Required in Subcontracts: If GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, GRANTEE must include provisions in its subcontracts regarding the federal and state laws identified in this Agreement, if applicable ("Grantee's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

13. **INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah.

14. MONITORING:

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

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

16. AGREEMENT TERMINATION:

- a. **Termination for Cause:** This Agreement may be terminated with cause by either party, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. Time allowed for cure will not diminish or eliminate GRANTEE's liability for damages.
- b. **Immediate Termination:** If GRANTEE creates or is likely to create a risk of harm to the clients served under this Agreement, or if any other provision of this Agreement (including any provision in the attachments) allows DWS to terminate the Agreement immediately for a violation of that provision, DWS may terminate this Agreement immediately by notifying

- GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.
- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
 - d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
 - e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
 - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
17. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
 18. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
 19. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
 20. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
 21. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including brochures, flyers, informational materials, paid advertisements, social media, etc. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.
 22. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
 23. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

24. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
 - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
 - c. By accepting this Grant, the GRANTEE assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - d. GRANTEE also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.
 - i. If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained GRANTEE will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
 - e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
25. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
26. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

27. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.
28. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS contract owner of the grievance and its disposition of the matter.
29. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law. GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.
30. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant.
31. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under GRAMA. DWS and the State of Utah are not obligated to inform GRANTEE of any GRAMA requests for disclosure of this Agreement, related invoices and supporting documentation.
32. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
 - a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
 - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation

- services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
- c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
 - d. GRANTEE also agrees to maintain any other insurance policies required in the Agreement.
33. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov/local-government-2/reporting-requirements/ AND auditor.utah.gov/local-government-2/publications/state-compliance-guide/.
34. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
35. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
36. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.
37. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.
38. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.
39. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions

and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

40. DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:

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

Table 1: Cost Principles

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

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

41. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with approved indirect cost rates must provide DWS with their approval letter from the federal cognizant agency. GRANTEES without a federally approved indirect cost rate are limited to an indirect cost rate of 10%.
42. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior notification to DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
43. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
 - 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.
44. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
45. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Indemnification Relating to Intellectual Property, Insurance.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
49. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors and/or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors and/or omissions that are discovered.
50. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Department of Workforce Services
Attachment B
Scope of Work

Objective:

The Department of Workforce Services (DWS) utilizes State of Utah General Funds and other funds for Refugee Community Based Organizations (RCBO) to provide programming which supports the organization's efforts toward building its capacity and ability to assist refugee community members with integration in the United States, improving well-being and financial capability, and reducing at-risk behaviors. A community organization will be contributing funding through direct contributions to certain awarded organizations, as determined by DWS.

1. Program Services

Grantee shall:

a) Provide services in the category or categories marked below:

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

b) Provide additional services, in addition to the category or categories above:

- Sports
- Home Visits
- Cultural Preservation
- Board Development
- Dance
- Yoga
- Cultural and/or Community Events

c) Work closely with DWS, refugee communities, and general service providers to develop refugees' well-being and financial capacity, as well as reduce at-risk behaviors.

d) Partner with outside organizations to support programming, training classes, resources and referrals, as needed.

e) Ensure that all refugee populations are being included in the programming. No refugee population, community, ethnic group or individual may be excluded. However, programming may specifically target women, youth, or the elderly.

f) Adhere to the DWS approved budget set forth in *Appendix A: Budget Narrative and Itemization Form*.

g) Include workshops in the following areas:

- i) *To be determined based on the proposal*

2. Capacity Building

- a) Participate in Capacity Building Plan meetings to assess the capacity of the community through the Organizational Capacity Assessment Tool, provided by DWS. This assessment will include the measurement of at least six (6) different areas to demonstrate increases in capacity in the community.
 - b) Develop the board and organizational capacity to enhance the organization's ability to assist needy families within the community.
3. Other Requirements
- a) Refer community leaders and members to the Refugee Education and Training Center (RETC) for training classes, events, and services as organizations see fit.
 - b) Work with DWS to promptly answer any questions, resolve issues, and schedule meetings.
 - c) Follow *Attachment F: Volunteer Transportation Oversight Procedure* when volunteers are providing transportation to participants for program events or services.
 - d) Provide age appropriate participants with a Job Seeker Quick Start Card.
 - e) Post employment opportunities with DWS during the grant period.
4. Refugee Education and Training Center (RETC)
- a) Space at the RETC may be used for programming.
 - b) Scheduling is based on availability and limited, scheduling in advance is recommended.
 - c) To schedule space, see *Attachment H: URETC Community Usage Rules*.
 - d) *Attachment H: URETC Community Usage Rules* must be signed and returned to the Refugee Programming Coordinator prior to the use of the space.
5. Grant Orientation and Meetings
- Grantee shall:
- a) Require a grant representative to attend a grant orientation (TBA).
 - i) Grantee will receive training on grant requirements and reporting.
 - b) Ensure a financial representative attends a financial orientation (TBA).
 - c) Attend meetings with RSO (TBA).
 - i) Two group training meetings on organizational development.
 - ii) One level-based training on organizational advancement.
 - iii) Meetings, as required, to perform the Organizational Capacity Assessment and to establish and follow-up on the Capacity Building Plan.
 - iv) RSO refugee leadership quarterly meetings.
6. Reporting
- Grantee shall:
- a) Utilize Google Sheets to enter outcome data including;
 - i) The date and place where workshops, training, and meetings are conducted
 - ii) Participant name and attendance
 - iii) Volunteer and paid staff attendance, time, and date
 - iv) Photos of events (upload into Google Drive)
 - b) **Update Attendance in Google Sheets within seven (7) days of the event.**

- c) For programs structured as a series: Complete pretests during the first workshop or training. The same test must be completed at the last workshop or training.
- d) Record referrals on Google Sheets, including the name of the individual referred, the date, and where the individual was referred.
- e) Track the following on Google Sheets through existing spreadsheets or uploads:
 - i) Additional services provided, including the date and participant name, staff and volunteer attendance.
 - ii) Measurements, outcomes, and outputs in Attachment J: Reporting and Outcomes and Appendix D: Work Plan, Goals and Outcomes.
- f) Information obtained under this Grant shall only be used to support the valid administrative needs of the agencies and shall not be disclosed for any purpose other than those specifically authorized by this Grant.
- g) Assist in the facilitation of post-program participant surveys provided by DWS, no later than June 30, 2021.

7. Invoicing

Grantee shall:

- a) Utilize the Google Sheets ledger provided by DWS to document all expenditures.
- b) Update the ledger a minimum of monthly, or as needed with all program expenditures.
- c) Record the date, number of hours worked and description of work accomplished for each volunteer and paid staff member who provides program services and support.
- d) Complete invoice forms, provided or approved by DWS, for each expenditure and obtain signatures by the designated program coordinator and one board member for each invoice.
- e) Maintain a copy of all checks or receipts for all expenses associated with the program.
 - i) **Any individual receiving payment or incentive for program services must sign a receipt which includes the date and amount of funds received.**
 - ii) Expenditures that do not have an invoice and an acceptable receipt cannot be included.
- f) Ensure that grant funds are being spent in an appropriate manner which is consistent with the approved budget.
 - i) After the first payment, payment will be made upon verification of compliance with contract terms and accounting procedures.
 - ii) Unspent funds or funds improperly accounted for must be returned to DWS at the end of the grant period.
- g) Requests for budget changes must be submitted to DWS and require prior written approval.
- h) Transportation must be directly related to the program.
 - i) Mileage must be properly documented on *Attachment I: Mileage Reimbursement Form*.
 - ii) **Receipts for gas purchases will not be reimbursed.**

8. Administration Costs
 - a) Total administrative cost must not exceed 10% of the total budget.
 - b) Total costs for food must not exceed 5% of the total budget.
 - c) Funding will be distributed during the grant period in two (2) allotments.
 - d) Funds must be utilized within the grant period of July 1, 2020 to June 30, 2021.

9. Oversight
 - a) Grantee must ensure proper administrative and accounting procedures are followed.
 - b) Grantee shall provide administration including:
 - i) Operating as the DWS grant contact
 - ii) Staffing and recruitment
 - iii) Program structure and development
 - iv) Acting as the fiscal agent and maintaining fiscal responsibilities
 - c) Collaboration between multiple organizations is encouraged; however subcontracting under this agreement will not be allowed.

10. Terms and Conditions
 - a) Attachment A – DWS Grant Terms and Conditions
 - b) Attachment B – Scope of Work
 - c) Attachment C – Non-Disclosure Agreement
 - d) Attachment D – Code of Conduct
 - e) Attachment E – Criminal Background Check Requirement
 - f) Attachment F – Volunteer Transportation Oversight Process
 - g) Attachment G – Volunteer Automobile Insurance Expectations
 - h) Attachment H – URETC Community Usage Rules
 - i) Attachment I – Mileage Reimbursement Form
 - j) Attachment J – Reporting and Outcomes
 - k) Attachment K – RCBO Grant Outline
 - l) Appendix A – Budget
 - m) Appendix B – Application
 - n) Appendix C – Score Sheet
 - o) Appendix D – Work Plan, Goals, and Outcomes
 - p) Appendix E – Score Sheet

ATTACHMENT C

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name

ATTACHMENT D CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

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

- A. All Contractors/Sub-Contractors and Grantees/Sub-Grantees (collectively referred to herein as “Contractors”) must obtain an **annual** Utah Bureau of Criminal Identification (BCI) Utah criminal background check for all of their employees and volunteers who have access to DWS customer confidential information. In addition, if the Contractor’s primary customers are minors or vulnerable adults, the Contractor must obtain an **annual** fingerprint-based national criminal history record check for all employees and volunteers who provide direct services to or have direct access to minors and/or vulnerable adults.
- B. This policy does not apply to Contractors who are required by law or by another governmental entity to obtain background checks. In such cases, the Contractor shall provide DWS with a description of the background check policy (type of check, who is required to be checked, and frequency) and proof of compliance with such law(s), regulation(s) or requirements.
- C. Definitions
- “Confidential information” includes but is not limited to: personal identifying information, medical/clinical/counseling records, financial records, case information, etc.
 - “Direct service” means providing services to a DWS customer, minor, and/or vulnerable adult when the services are rendered in the physical presence of the DWS customer, minor, and/or vulnerable adult or in a location where the person rendering services has access to the physical presence of the DWS customer, minor and/or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing and/or providing mental health and medical services to DWS customers. See Utah Code Ann. 62A-5-101(6).
 - "Direct access" means that an individual has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Utah Code Ann. 62A-2-101(8).
 - “Minor” means any person under the age of 18.
 - “Vulnerable adult” means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - provide personal protection;
 - provide necessities such as food, shelter, clothing, or medical or other health care;
 - obtain services necessary for health, safety, or welfare;
 - carry out the activities of daily living;
 - manage the adult's own resources; or
 - comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Utah Code Ann. 76-5-111(1)(s).

- D. Background checks shall be obtained according to the Contractor's qualifications per Utah statute:
- If the Contractor meets the requirements to request Utah criminal history information under Utah Code Annotated 53-10-102(19), 53-10-108(1)(b) and (g) and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children and vulnerable adults and/or fiduciary funds, national security, or under other statutory authority) then the Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification and obtain Utah and fingerprint-based national criminal history record checks through the BCI.
 - If the Contractor does not meet the statutory requirements referenced above, then the Contractor shall require their employee/volunteer to contact the BCI and follow the BCI procedures to obtain their own Utah and national fingerprint-based national criminal history record checks.
 - BCI information can be found at <http://publicsafety.utah.gov/bci/>.
- E. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the individual by the Contractor, or otherwise provided for by DWS herein.
- F. Contractor must immediately notify DWS if an employee/volunteer's record shows criminal history.
- G. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor and/or vulnerable adult until a valid criminal background check is completed or in the event the background check indicates:
- convictions or a plea in abeyance involving such offenses as theft, illegal drug use and/or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, and/or vulnerable adult and/or suggests the individual is at risk for compromising confidential information.
- H. It is the Contractor's responsibility to prevent direct services or direct access to minors and/or vulnerable adults by employees or volunteers whose criminal history record shows any of the following offenses:
- Any matters involving an alleged sexual offense.
 - Any matters involving an alleged felony or class "A" misdemeanor drug offense.
 - Any matters involving an alleged "crime against the person" under Utah Code 76- 5-101 et seq.
- I. For each individual subject to this policy, the Contractor shall keep the annual and verifiable background check on file. Verification that background check has been performed must be made available to DWS upon request.
- J. DWS may terminate this Agreement in the event the Contractor fails to complete and maintain records of background checks for staff members in a manner consistent with this policy.

Attachment F
Volunteer Transportation Oversight Process

1. Volunteer Transportation Oversight

Grantee shall:

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

Attachment G:
Volunteer Automobile Insurance Expectations

Name of the Organization: _____

Name of the Volunteer: _____

Volunteer Phone Number: _____

Volunteer Email: _____

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

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

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

Signature of Volunteer

Date

Name (type or print)

Emergency Contact Information:

Name: _____

Address: _____

Phone Number: _____

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

Signature of Program Coordinator

Date Received

Name of the Program Coordinator
(type or print)

Attachment H:

**URETC Community Usage Rules
Utah Refugee Education and Training Center**

1. The Refugee Center will be available for refugee meetings and gatherings on Monday through Saturday from 9:00 am - 8:00 pm.
2. To request a meeting space, contact the Refugee Programming Coordinator, Sunni Ryan, at 919-946-4026 or email at sunniryan@utah.gov.
3. All requests must be made two weeks in advance whenever possible.
4. Cancellations must be made 24 hours in advance.
5. There should be a site coordinator present at all times during the meetings. This can be the SLCC front desk person or someone from DWS such as a VISTA or Community Resource Coordinator.
6. All rooms must be returned to the condition they were found.
7. Any event that is planned must take into consideration child care needs for the event. Children must not be left unattended at any time.
8. Requests for equipment use must be made at the time of reservation.
9. Food and/or drink can be served in certain rooms only. No alcohol allowed on the premises.
10. All garbage must be taken out if food and/or drinks were used during the event.
11. Proper care of furniture and equipment is required.
12. All meetings must be peaceful.
13. As the Center is a public space; meetings need to be open to all.
14. All parties must sign the Community Usage Liability Waiver/Contract to use the space.

Print Name: _____ Phone Number: _____

Signature: _____ Date: _____

Community: _____

Event: _____

Event Date: _____



Attachment I: Mileage Reimbursement Form

*Employee Name

Organization Name

Time Period

(MM/DD/YYYY)

PRIVATE VEHICLE USAGE REPORT FOR REIMBURSEMENT AT .53 PER MILE

Date <small>MM/DD/YYYY</small>	From	To	Beginning Mileage	Ending Mileage	Miles Driven	Fund	Dept	Unit	Approp	Act	Function	Program	Phase	Business Purpose of Miles Driven	*		
Total Miles																	

I hereby certify that this mileage was incurred on official State business and that the amounts are correct and proper.

X .53 =

Total Amount
(Wage Type 1195 or
Object Code 6004)

Signature of Traveler

Date

Review and Approval Signature and Date

RFGA RCBO 2020-21

Review and Approval Signature and Date

Attachment J
REPORTING AND OUTCOMES

A. DWS will closely monitor and track specific data and outcome measures.

B. The population and desired results have been defined below.

Service: **Refugee Capacity Building**

Population: Refugee-led organizations and refugee community members

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

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

i) ORGANIZATIONAL CAPACITY

(1) Successfully manage grants, administer programs, and build organizational capacity, as determined by the following indicators;

- (a) Increase organizational capacity in (2) areas, as determined by the Organizational Capacity Assessment Tool
- (b) *Number of workshops/trainings/meetings will be added, based on applications and negotiated services*
- (c) *Number of participants per workshop/training/meeting will be added, based on applications and negotiated services*
- (d) Amount of money made through fundraising
- (e) Number of partnerships created
- (f) Number of volunteers
- (g) Number of referrals made to external organizations/services
- (h) Number of referrals made to DWS/Refugee Services Office programs/services
- (i) Number of home visits

ii) EDUCATION AND SKILLS

(1) Increase participant knowledge in program-specific content, as determined by the post-program evaluation;

- (a) *Outcomes will be added for each program category, based on the application and negotiated services.*

iii) INTEGRATION

(1) Increase participant integration and well-being within the broader community as well as their self-identified cultural groups, as determined by the post-program evaluation;

- (a) 50% of participants surveyed got to know people from other communities
- (b) 50% of the participants surveyed were connected to new resources and/or programs to assist with integration and well-being

- (c) 50% of participants surveyed increased their connection to their community
 - (d) 50% of participants surveyed feel they are part of a representative community
 - (e) 50% of participants surveyed increased their support system
- (2) Support job readiness by referring 100% of age appropriate participants to DWS for employment services by providing a Job Seeker Quick Start Card.

ATTACHMENT K: BUDGET INSTRUCTIONS

Category I: INDIRECT EXPENSES - Not Applicable

Category II: DIRECT ADMINISTRATIVE EXPENSES

If the organization allocates administrative expenses with a cost allocation plan or other basis, the direct costs from those allocations go here. Any other direct administrative expenses should be listed as well.

- In the detail information, indicate how the cost was arrived at and detail items that make up the costs.

Category III: DIRECT PROGRAM EXPENSES

This category is used for the direct program expenses. Costs should be reasonable, necessary, and allowable under the grant proposal and federal regulations.

- In the detail information, indicate how the cost was arrived at and detail items that make up the costs.
- For each program, a separate program expenses column is required. Each program will detail how the cost was arrived and detail specific items that make up the costs.