



Request for Grant Applications

Grant Name: Refugee Capacity Building Grant

Solicitation Number: 26-DWS-S010

Funding Source: State of Utah General Funds

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

Dates and Deadlines

Application Period	April 25, 2025 – May 15, 2025
Grant Information Meeting (Virtual Meeting Only) Video Call Link: https://meet.google.com/jwi-fxwx-dgt Or join by phone: Dial: (US) +1 304-602-7128 PIN: 152 647 315#	May 06, 2025 6:00 PM – 8:00 PM Mountain Time
Intent to Apply Notice (Recommended) Link: Intent to Apply Notice form	May 08, 2025 Due by 8:00 PM Mountain Time
Question and Answer (Q&A) Deadline Link to: Question Submission Form Link to: Q&A Sheet	May 10, 2025 by 8:00 PM Mountain Time
Final Addendum (if necessary) An “addendum” is an addition or add-on. If DWS discovers revisions or additions that must be made to this RFGA, a final addendum will be posted accordingly.	May 12, 2025 by 5:00 PM Mountain Time
APPLICATION DUE DATE	May 15, 2025 by 8:00 PM Mountain Time
Grant Review Period	May and June 2025
Notice of Award or Denial	June 2025
Grant Period of Performance (if awarded)	July 01, 2025 – June 30, 2027
Insurance Certificate (if awarded)	Due by August 15, 2025

I. Background and Description

- A. This Request for Grant Applications (RFGA) is funded by the State of Utah General Fund and administered by the Department of Workforce Services (DWS). The grant period spans two state fiscal years.
- B. The Refugee Capacity Building Grant (RCBG) strengthens the refugee community by enhancing capacity to support individuals and families in building self-sufficiency and integrating into life in the United States. This grant funds programs that address the unique needs of the refugee community by promoting long-term stability and integration.
- C. Eligible organizations may apply for funding to develop and implement program services that directly supports the refugee community in Utah. Organizations must choose from predefined services established by DWS and ensure that all selected services meet the required annual outcome criteria.

II. Organization Requirements

- A. Organizations must primarily serve refugees in Cache, Weber, Davis, Salt Lake, or Utah counties.
- B. The organization's board must have at least three members, with at least 51% of all board members having current or former [eligibility status under the Office of Refugee Resettlement \(ORR\)](#).
- C. Organizations must have an Employer Identification Number (EIN) from the Internal Revenue Service (IRS), if not previously obtained. Only one application per EIN is allowed unless the organization is also applying for Level IV funding (see "Organization Levels" below).
- D. Organizations must be registered non-profits with the State of Utah Department of Commerce, Division of Corporations and Commercial Code.
- E. ~~Level I, II, and III organizations~~ [All organization levels](#) must upload their Articles of Incorporation.
 - 1. Level III [and Level IV](#) organizations must **also** upload their 501(c)(3) determination letter.
 - a. If a Level III [or Level IV](#) organization has not yet received its 501(c)(3) determination letter, proof of submission must be provided.
 - 1) The IRS response confirming receipt of the 501(c)(3) application serves as valid proof. This ~~must~~ [should](#) be

submitted as a Portable Document Format (PDF); screenshots or photos may not be accepted.

- 2) If an awarded Level III or Level IV organization does not obtain 501(c)(3) status by the agreement start date, DWS may downgrade the award to Level II status or revoke it entirely.
- F. Organizations that previously received DWS funding must be in good standing to be considered. This includes timely communication, progress toward proposed outcomes, and compliance with all agreement requirements.
- G. ~~Organizations awarded \$60,000 or more from DWS since December 31, 2024, are ineligible for this grant. Organizations with existing contracts with DWS that extend beyond December 31, 2025, are not eligible to apply for this grant.~~

III. Other Requirements

- A. Organizations must ensure that all refugees have access to RCBG programming. No population, community, ethnic group, or individual may be excluded, in accordance with Utah Code Sections 67-27-107 to 67-27-109.
1. Programs may be tailored to serve youth or the elderly.
- B. Organizations should submit a completed application. Incomplete or late applications may not be considered for funding.
- C. Organizations should use DWS-provided documents when applying. Submitting documents from other sources, including self-created budget or other forms, may result in disqualification.
- D. Organizations must review the attached Scope of Work document for detailed grant requirements.
- E. Awarded organizations will be required to disclose any other state funding the organization is receiving. A form will be provided for completion prior to contract signing.

IV. Program Services

- A. Primary Services
1. Organizations must offer one or more of the following primary services to support resettled communities:
 - a. Youth Development (college prep, gang prevention)
 - b. Strengthening Families (educational resources, teach financial literacy, health, and housing stability)
 - c. Employment and Economic Development
 - d. Housing Assistance

- e. English Language Learning (ELL)
- B. Secondary Services
 - 1. In addition to primary services, organizations may offer supplementary programs to further enhance integration, including:
 - a. Recreational Activities (community-based programs such as sports, arts, and cultural events)
 - b. Life in America and Civic Engagement Programs
 - c. Driver's License Assistance (written test portion only)

V. **Organization Levels**

A. **Level I**

Level I is designed for new organizations, organizations with limited capacity, or those applying for only one primary program service.

Organizations may receive Level I funding for a maximum of six years. If an organization undergoes significant structural changes, as determined by DWS, it may be eligible for a time limit reset.

B. **Level II**

Level II is intended for organizations that have a proven history of meeting performance standards for prior Level I or Level II RCBG grants or have been deemed eligible for Level II by DWS. Organizations at this level must provide at least two primary program services. If an organization operates multiple programs, each program category must have a designated coordinator. Level II funding is limited to a maximum of six years.

C. **Level III**

Level III requires active 501(c)(3) status and is intended for organizations with a history of meeting performance standards for prior Level II or III RCBG grants or those determined eligible for Level III by DWS.

Organizations at this level must provide a minimum of two primary program services, with each program category having a designated coordinator. Level III funding is also limited to a maximum of six years; however, funding beyond six years may be granted at the discretion of DWS.

D. **Level IV**

Level II and Level III organizations have the opportunity to submit a **separate** application for Level IV funding, which focuses on training, mentorship, and technical support for smaller refugee-led organizations, particularly Level I organizations. The goal of Level IV is to help organizations develop the capacity to manage and operate programs independently.

Organizations may receive Level IV funding for a maximum of six years. Funding beyond six years may be approved at the discretion of DWS and is subject to availability.

1. Level IV Funding

a. Funding for Level IV is contingent upon DWS discretion and resource availability.

2. Organizations awarded Level IV funding will provide comprehensive capacity-building support for ~~small, refugee community-led~~Level I RCBG organizations, including:

a. Data Management Support

1) Organizations receiving Level IV funding must provide structured data management assistance to Level I grant recipients, including:

- a) Monthly one-on-one meetings with the organization's board or program coordinator to ensure proper tracking of:
 - i. Invoices
 - ii. Attendance at meetings and workshops
 - iii. Updates to tracking sheets
- b) Monitoring grant spending to ensure compliance with budget categories and prevent overspending.
- c) Ensuring timely completion of all scheduled workshops and meetings.

b. Core Capacity-Building Resources and Support

1) Level IV organizations must provide foundational training and mentorship to enhance the capacity of ~~smaller refugee-led~~Level I organizations.

a) Leadership Development for Level I RCBG ~~and Non-RCBG~~ organizations

i. Conduct workshops tailored to strengthen leadership skills within refugee-led organizations.

b) Financial Literacy & Budgeting Basics

i. Provide training on essential financial management skills, including:

- i) Budgeting strategies
- ii) Expense tracking
- iii) Basic fundraising techniques tailored to small organizations

c) Grant Writing and Fundraising Support

i. Offer step-by-step guidance on:

- i) Identifying funding sources
 - ii) Writing effective grant applications
 - iii) Building relationships with donors and sponsors to enhance financial stability
- c. Connecting ~~Non-Level I~~ RCBG organizations with Know Your Neighbor (KYN) Programs
 - 1) Facilitate partnerships between ~~non-Level I~~ RCBG organizations and KYN programs to provide additional resources and support.
- d. Setting Participation Requirements for Level I RCBG Recipients
 - 1) To maintain compliance and achieve growth objectives, Level I RCBG grant recipients must participate in at least 80% of data management and capacity-building support programs provided by the Level IV organization.

VI. Funding

A. Utah State Fiscal Year 26 Funding (FY26)

1. **Funding for Utah FY26 must be spent no later than June 30, 2026.**
2. Organizations must submit an individual budget for FY26.
3. The final payment for FY26 will be on a reimbursement basis and will not be paid out unless all FY26 contract outcomes have been met.
4. FY26 invoices must be submitted no later than July 15, 2026.
5. Funding for FY26 will be allocated as follows:
 - a. Level I organizations may receive up to \$7,500.
 - b. Level II organizations (and Level III organizations providing two program services) may receive up to \$15,000.
 - c. Level III organizations providing at least three program services may receive up to \$30,000.
 - d. Organizations applying for Level IV funding may request up to \$40,000.

B. Utah State Fiscal Year 27 Funding (FY27)

1. **Funding for Utah FY27 must be spent no later than June 30, 2027.**
2. Organizations must submit an individual budget for FY27.
3. The final payment for FY27 will be on a reimbursement basis and will not be paid out unless all FY27 contract outcomes have been met.
4. FY27 invoices must be submitted no later than July 15, 2027.
5. Funding for FY27 will be allocated as follows:
 - a. Level I organizations may receive up to \$7,500.
 - b. Level II organizations (and Level III organizations providing two program services) may receive up to \$15,000.

- c. Level III organizations providing at least three program services may receive up to \$30,000.
- d. Organizations applying for Level IV funding may request up to \$40,000.

VII. Priority Points

- A. During the evaluation process, priority points will be awarded as follows:
 - 1. Five points for “early bird” applications. Applications submitted in their entirety by May 13, 2025, at 8:00 PM will qualify.
 - 2. Five points for organizations that include youth development as one of their program services.

VIII. Other Information and Requirements

- A. Either party may terminate the grant at any time.
- B. Funding availability for this grant is determined annually and may impact grant status. Funding amounts may vary each year, including total grant funds and individual grant awards.
- C. All grant funds must be used within the designated grant period of performance.
- ~~D.~~ The first month of the grant period must be reserved for administrative responsibilities, with no programming scheduled unless prior approval is granted by DWS.
- ~~E.D.~~ ~~Funding will be distributed in four allotments during the grant period. The first three payments will be provided upfront, while the fourth and final payment will be reimbursed upon successful completion of all grant requirements.~~
- ~~F.E.~~ Fundraising is required for all awarded organizations to enhance their capacity to serve refugees.
 - 1. Level I organizations must raise at least 5% of the total awarded grant funds.
 - 2. Level II and Level III organizations must raise at least 10% of the total awarded grant funds.
- ~~G.F.~~ Level II and Level III organizations must apply for additional grants during the contract period.
 - 1. Level I organizations are exempt from this requirement.
 - 2. Level II organizations must apply for at least two additional grants.
 - 3. Level III organizations must apply for at least three additional grants.
- ~~H.G.~~ Organizations must adhere to budget constraints outlined in the attached Budget Narrative appendix.
- ~~I.H.~~ Organizations must provide documentation (e.g., receipts and invoices) for all expenses.

1. Expenses without an invoice or acceptable receipt cannot be included.
2. Unspent or improperly accounted-for funds must be returned to DWS by the specified deadline.

IX. Budget

- A. Total administrative costs (both direct and indirect) must not exceed 10% of the total budget.
- B. Total food-related costs must not exceed 5% of the total budget.

X. Expected Measurements and Outcomes

- A. Programs must track data to demonstrate that outcome and output thresholds have been met for all funded services.
- B. Expected outcomes and outputs will fall into the following categories (see the attached Reporting and Outcomes document for details):
 1. Organizational Capacity
 2. Education and Skills
 3. Integration
- C. Outcomes and outputs may be adjusted after the application review but before the contract start date to ensure the provision of high-quality services.
- D. Organizations must track outcomes and outputs using Google Sheets, as provided by DWS.
- E. Proposed outcomes in the application will be considered during the competitive evaluation process. Outcomes must be reasonable and achievable based on the organization's planned programming.

XI. Evaluation and Award

- A. Grant applications will be evaluated on a competitive basis.
- B. Organizations must be available for questions or clarification during the grant review period. Each organization must designate a single point of contact for communication with DWS.
- C. Organizations may not be awarded under this grant if the funding will overlap with state funded direct award grant(s) that substantially serve the same purpose of this grant.
 1. Direct award grant means a grant that is funded by money that the Legislature intends the state agency to pass through to one or more recipients without a competitive process (H.B. 335).
- D. Applications scoring below the following thresholds may not be considered:

1. Level I – 55 points
 2. Level II – 65 points
 3. Level III – 75 points
 4. Level IV – Level IV applicants must submit a separate Level IV application. Level IV applications scoring below ~~55~~60 points may not be considered.
- E. DWS reserves the right to reject any or all applications or withdraw this funding opportunity at any time.
- F. Organizations may receive partial grant awards, as determined by DWS.
- G. Grants will be awarded based on demonstrated needs and the quality of the proposed program(s).
- H. Awards will be granted to the organizations whose applications best align with the objectives of DWS, considering all factors outlined in this RFGA.
- I. Successful grant applications will be open to public inspection after awards are granted, in accordance with the Government Records Access and Management Act (GRAMA). The full application will be public unless the organization requests confidentiality for trade secrets or proprietary data. To do so, the organization must submit a “Claim of Business Confidentiality” via email to kaugustin@utah.gov before submitting the grant application.

XII. Questions

Questions and requests for clarification regarding any section of this RFGA must be submitted through the question submission form before the question submission deadline. Organizations should periodically check for answered questions and addenda. Responses to submitted questions will be posted on the Q&A Sheet for this grant.

XIII. How to Apply

- A. By submitting an application to this RFGA, the organization acknowledges and agrees that:
1. The requirements, Scope of Work, outcome and output expectations, and evaluation process outlined in this RFGA are understood and fair.
 2. The RFGA is not unduly restrictive.
 3. Any exceptions to the RFGA content must be addressed before the Q&A deadline.
 4. The organization has read and understands this RFGA and all attached or referenced documents, including the Grant Terms and Conditions.

5. Applications must be submitted using the forms available at:
<https://jobs.utah.gov/department/rfg/index.html>.
6. Select “Refugee Grants.”
7. Navigate to the “Application” tab, where you will find the necessary links to apply for the grant.
- B. The following documents must be attached to and submitted with Appendix A – Grant Application Cover Page:
 1. Appendix B – Program Narrative
 2. Appendix C – Budget Narrative
 3. Appendix D – Board of Directors
 4. Appendix E – State Funding Received by Organization
 5. Articles of Incorporation
 6. Level III organizations ~~only~~: Include the organization’s 501(c)(3) determination letter
 7. If the organization does not use a Social Security number: Provide a W-9 Form (Request for Taxpayer Identification Number and Certification)
 8. Level IV organizations only:
 - a. Be sure to submit a separate Level IV application.
 - b. In your separate Level IV application, include the organization’s:
 - 1) Articles of Incorporation
 - 2) 501(c)(3) Determination Letter
 - 3) Appendix F – Level IV Program Narrative
 - 4) Appendix G1 – Level IV Budget Narrative (FY26)
 - 5) Appendix G2 – Level IV Budget Narrative (FY26)
- C. Upon request, DWS may provide technical support for submitting the application.
- D. The organization is responsible for all costs associated with preparing and submitting the application.
- E. Applications must be formatted according to the RFGA guidelines to ensure the grant evaluation committee can assess them for completeness and responsiveness.
- F. Failure to comply with any part of the RFGA may result in disqualification.
- G. Applications may not be submitted by mail, email, or fax.
- H. Do not include additional materials such as:
 1. Personalized cover or budget sheets
 2. Tables of contents
 3. Pamphlets
 4. Organizational public relations materials

5. Addenda
6. All extra materials will be discarded before scoring.
- I. DWS may request corrections for application omissions during the review period. Organizations must respond within the timeframe specified in the request.

XIV. Scope of Work

The Scope of Work is attached to this RFGA. Organizations must review it thoroughly before submitting an application.

XV. Post Award Document Requirements

- A. The following documents may be required **after grant award notification** but **before** the execution of the grant agreement:
 1. **Insurance Certificate** (refer to the attached **DWS Grant Terms and Conditions** document).

XVI. Resources

Resource I: RCBG Evaluation Score Sheet

Resource II: Level IV RCBG Evaluation Score Sheet

XVII. Appendices

Appendix A: Grant Application Cover Page

Appendix B: Program Narrative

Appendix C1: Budget Narrative (FY26)

Appendix C2: Budget Narrative (FY27)

Appendix D: Board of Directors

Appendix E: State Funding Received by Organization

Level IV:

Appendix F: Level IV Program Narrative

Appendix G1: Level IV Budget Narrative (FY26)

Appendix G2: Level IV Budget Narrative (FY27)

XVIII. Attachments

Attachment A: DWS Grant Terms and Conditions

Attachment B: Scope of Work

Attachment C: Budget Narrative and Itemization Form

Attachment D: Non-Disclosure Agreement

Attachment E: Code of Conduct

Attachment F: Background Check Requirements

Attachment G: Volunteer Transportation Oversight Process

Attachment H: Volunteer Automobile Insurance Expectations

Attachment I: Utah Refugee Center (URC) Community Usage Rules

Attachment J: Mileage Reimbursement Form

Attachment K: Reporting and Outcomes

Attachment L: Acknowledgement of Termination

XIX. Contacts

Kevin Augustin, Contract Analyst: kaugustin@utah.gov

Anobia Shahzad, Contract Owner: anobiashahzad@utah.gov

SUBMISSION CHECKLIST

Pre-Application Checklist	
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Vendor Number (if available)
<input type="checkbox"/>	Letter of Intent, due at the date and time specified on the cover page
Application Checklist	
<input type="checkbox"/>	Appendix A – Grant Application Cover Page
<input type="checkbox"/>	Appendix B – Program Narrative
<input type="checkbox"/>	Appendix C1 – Budget Narrative for FY26
<input type="checkbox"/>	Appendix C2 – Budget Narrative for FY27
<input type="checkbox"/>	Appendix D – Board of Directors
<input type="checkbox"/>	Appendix E – State Funding Received by Organization
<input type="checkbox"/>	Articles of Incorporation
<input type="checkbox"/>	501(c)(3) Letter – (Level III Only)
<input type="checkbox"/>	Form W-9 Request for Taxpayer Identification Number Certification (For organizations not using a social security number for the organization)
Level IV Only	
<input type="checkbox"/>	Appendix A – Grant Application Cover Page
<input type="checkbox"/>	Articles of Incorporation
<input type="checkbox"/>	501(c)(3) Letter
<input type="checkbox"/>	Appendix F – Level IV Program Narrative
<input type="checkbox"/>	Appendix G1: Level IV Budget Narrative for FY26
<input type="checkbox"/>	Appendix G2: Level IV Budget Narrative for FY27

Resource I

RCBG Evaluation Score Sheet

Score will be assigned as follows:

Date: _____

Application #: _____

Evaluator #: _____



0 = Failure, no response.

1/5 or 2/10 = Poor, inadequate, or incomplete response.

2/5 or 4/10 = Answers the question but fails to expound when necessary.

3/5 or 6/10 = Meets minimum criteria and provides some detail but lacks depth.

4/5 or 8/10 = Answer is well thought out and well written while providing a clear response that addresses the question.

5/5 or 10/10 = Answer is thorough and addresses all aspects of the question. The reader is left with little to no lingering questions based on the response provided.

Instructions: Evaluate how well the applicant responded to the criteria listed below. Scores range from a low of zero to a high of five or ten points. The maximum points possible for this application is 100. Application levels have different scoring thresholds for level I, level II, and level III funding: Applications scoring below 55, 65, and 75 points respectively may not be considered.

Program Narrative			
Evaluation Criteria	Score	Notes	Total Points Possible
<p>1. What is the need within the community? How does the organization know this is a need? How does this need impact families and individuals in the community? How many people are affected?</p> <p><i>The application clearly identifies a pressing community need, supported by evidence, and demonstrates how it significantly impacts families and individuals. The scope of those affected is well-defined.</i></p>			10 points possible
<p>2. Describe the program(s). Describe how the provided service(s) will address the need.</p> <p><i>The application provides a well-defined description of the program(s) and explains how the services will address the identified need in a meaningful way, showing how the approach aligns with the community's challenges and intended impact.</i></p>			10 points possible

<p>3. How will the program(s) be delivered (e.g. workshops, one-on-one appointments, case management)? How often will the service(s) be delivered?</p> <p><i>The application provides a clear description of how the program(s) will be delivered and specifies the frequency of service delivery, demonstrating a practical and feasible approach to meeting the community need.</i></p>			<p>5 points possible</p>
<p>4. How does the organization plan on recruiting? How will the organization ensure participation in the program(s)?</p> <p><i>The application details a comprehensive recruitment plan and clearly explains the strategies the organization will implement to ensure active and sustained participation in the program(s).</i></p>			<p>5 points possible</p>
<p>5. What challenges might the organization face while implementing the program(s)? (e.g. transportation, language, technology, childcare, recruitment). How does the organization plan on overcoming these challenges?</p> <p><i>The application identifies potential challenges the organization may face in implementing the program(s) and provides a thoughtful, strategic approach to overcoming these obstacles, demonstrating a proactive plan to ensure successful delivery and participation.</i></p>			<p>5 points possible</p>
<p>6. What resources and partnerships does the organization plan to use to support this program? How will these resources and partnerships support this program?</p> <p><i>The application describes the key resources and partnerships the organization will utilize, clearly explaining how each will contribute to the program's success. It highlights how these external supports will enhance the program's capacity, reach, and overall impact.</i></p>			<p>5 points possible</p>

<p>7. With funding split for Fiscal Year 26 (FY26) and FY27, how will the organization manage expenses across both periods to ensure sustainability and achieve outcomes?</p> <p><i>The application explains how the organization will manage its expenses across FY26 and FY27, ensuring that funds are used efficiently to support the program's goals. It provides a clear plan for balancing costs and adjusting priorities to maintain sustainability and meet outcomes over both fiscal years.</i></p>			<p>5 points possible</p>
<p>8. What steps will the organization take to ensure its impact continues after the grant ends?</p> <p><i>The application details specific steps the organization will take to ensure lasting impact after the grant ends, and how those steps will be implemented to maintain the program's effectiveness and sustainability.</i></p>			<p>10 points possible</p>
<p>9. Program Goals and Outcomes – List the topics that the program(s) will cover. What will the organization accomplish? Based off the program topics, what result(s) will indicate the organization has accomplished its goal(s)?</p> <p><i>The application clearly lists the topics the program(s) will cover and outlines specific, measurable goals. It also identifies the outcomes that will demonstrate the organization has successfully achieved its goals, providing clear indicators of success.</i></p>			<p>10 points possible</p>
<p>10. Were all prompts throughout the entire narrative answered?</p> <p><i>The application thoroughly addresses all prompts throughout the narrative, providing complete and detailed responses to each question.</i></p>			<p>5 points possible</p>

Budget Narrative			
Evaluation Criteria	Score	Notes	Total Points Possible
11. The budget is clearly justified through a detailed cost breakdown for each line item.			10 points possible
12. Budgeted costs are logical and relevant to the proposed program(s).			5 points possible
13. Budgeted funding is reasonable based on the amount of programming proposed.			5 points possible
Priority Points			
Evaluation Criteria	Score	Notes	Total Points Possible
14. “Early bird” applications. Early bird applications are all applications that are submitted in their entirety by the early bird deadline. <i>See the List of Early Bird Applicants. (If the organization you are scoring is on that list, assign five points. If not, assign zero points).</i>			(Yes/No) 5 points possible
15. Organizations that include youth development as a program service to be offered. <i>See the Youth Development Applicants. (If the organization you are scoring is on that list, assign five points. If not, assign zero points).</i>			(Yes/No) 5 points possible
TOTAL EVALUATION POINTS			100 points possible

Resource II

Level IV RCBG Evaluation Score Sheet

Score will be assigned as follows:

Date: _____

Application #: _____

Evaluator #: _____



0 = Failure, no response.

1/5 or 2/10 = Poor, inadequate, or incomplete response.

2/5 or 4/10 = Answers the question but fails to expound when necessary.

3/5 or 6/10 = Meets minimum criteria and provides some detail but lacks depth.

4/5 or 8/10 = Answer is well thought out and well written while providing a clear response that addresses the question.

5/5 or 10/10 = Answer is thorough and addresses all aspects of the question. The reader is left with little to no lingering questions based on the response provided.

Instructions: Evaluate how well the applicant responded to the criteria listed below. Scores range from a low of zero to a high of five or ten points. The maximum points possible for this application is 85. Applications scoring below 55 may not be considered.

Program Narrative			
Evaluation Criteria	Score	Notes	Total Points Possible
<p>1. How will the organization provide mentorship and capacity-building support to Level I organizations under this grant?</p> <p><i>The application clearly outlines a well-structured plan for providing mentorship and capacity-building support to Level I organizations. The approach is intentional, feasible, and tailored to the needs of emerging organizations. Specific methods, resources, or activities are described, demonstrating how support will be delivered and sustained.</i></p>			10 points possible
<p>2. What specific training will the organization offer in leadership development, financial literacy, or grant writing to help Level I organizations grow?</p> <p><i>The application clearly describes specific training opportunities in leadership development, financial literacy, or grant writing. The content is relevant to the growth needs of Level I organizations and reflects a thoughtful approach to building core competencies.</i></p>			10 points possible

<p>3. How will the organization monitor the progress of Level I organizations, particularly in data management and program participation?</p> <p><i>The application presents a clear plan for monitoring the progress of Level I organizations, with a focus on data management and program participation. It outlines specific tools, processes, or benchmarks used to track development and ensure accountability.</i></p>			10 points possible
<p>4. How will the organization ensure that Level I organizations stay on track with budget and financial management throughout the program?</p> <p><i>The application outlines a clear and practical approach to supporting Level I organizations in maintaining sound budget and financial management. It includes strategies for oversight, guidance, and timely intervention if needed. The response demonstrates a proactive commitment to financial accountability and management.</i></p>			10 points possible
<p>5. How will the organization measure the success and impact of mentorship and capacity-building efforts with Level I organizations?</p> <p><i>The application clearly explains how the organization will measure the success and impact of its mentorship and capacity-building efforts. Success indicators are well-defined and aligned with program goals.</i></p>			10 points possible
<p>6. What will the organization accomplish? Based off the program topics, what result(s) will indicate the organization has accomplished its goal(s)?</p> <p>The application clearly states what the organization aims to accomplish through this program. It identifies specific, measurable, and results-based goals.</p>			10 points possible

Budget Narrative			
Evaluation Criteria	Score	Notes	Total Points Possible
7. The budget is clearly justified through a detailed cost breakdown for each line item.			10 points possible
8. Budgeted costs are logical and relevant to the proposed program(s).			5 points possible
9. Budgeted funding is reasonable based on the amount of programming proposed.			5 points possible
Priority Points			
Evaluation Criteria	Score	Notes	Total Points Possible
10. “Early bird” applications. Early bird applications are all applications that are submitted in their entirety by the early bird deadline. <i>See the List of Early Bird Applicants. (If the organization you are scoring is on that list, assign five points. If not, assign zero points).</i>			(Yes/No) 5 points possible
TOTAL EVALUATION POINTS			85 points possible

Appendix A Grant Application Cover Page

Department of Workforce Services - Refugee Capacity Building Grant - Solicitation #26-DWS-S010

ORGANIZATION

Organization: _____

EIN #: _____ Vendor Number _____

Total Grant Funds Requested in this application: \$ _____ (This must match the **Total sum of expenses for categories I, II, and III** in each Budget Narrative for both FY26 and FY27).

Check the level the program proposes to offer
(Select one): ☐ Level I ☐ Level II ☐ Level III ☐ Level IV

Contact

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

Name: _____ Position: _____

Telephone: _____ Email: _____

List the information for the person in charge of signing the final contract with DWS if awarded (if different than the individual above).

Signer Name: _____ Signer Position: _____

Telephone: _____ Email: _____

REQUIRED DOCUMENTS TO ATTACH

_____ APPENDIX B: PROGRAM NARRATIVE

_____ APPENDIX C1: BUDGET NARRATIVE FOR FY26

_____ APPENDIX C2: BUDGET NARRATIVE FOR FY27

_____ APPENDIX D: BOARD OF DIRECTORS

_____ APPENDIX E: STATE FUNDING RECEIVED BY ORGANIZATION

_____ ARTICLES OF INCORPORATION

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

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

LEVEL IV

_____ APPENDIX F: LEVEL IV PROGRAM NARRATIVE

_____ APPENDIX G1: BUDGET NARRATIVE FOR FY26

_____ APPENDIX G2: BUDGET NARRATIVE FOR FY27

☐ By completing and submitting this application, the applicant affirms that all information provided is accurate and complete. The applicant also acknowledges that funding is not guaranteed and that the award amount will depend on the total number of grants awarded.

Appendix B

Program Narrative

Department of Workforce Services (DWS)

Refugee Capacity Building Grant (RCBG), 26-DWS-S010

(Provide a detailed description of each program the organization will be providing according to the prompts below)

Organization:

Level: ☐ Level I ☐ Level II ☐ Level III

How many programs will the organization provide: ☐ 1 ☐ 2 ☐ 3

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

Which service(s) will the organization provide:

Primary Program Services:

- ☐ Youth Development (college prep, gang prevention)
- ☐ Strengthening Families (educational resources, teach financial literacy, health, and housing stability)
- ☐ Employment and Economic Development
- ☐ Housing Assistance
- ☐ English Language Learning (ELL)

Secondary Program Services

(if any)

- ☐ Recreational Activities (*sports, arts, etc.*)
- ☐ Life in America and Civic Engagement Programs
- ☐ Driver's License Assistance (written test portion only)

Answer the following questions about the program(s) the organizations will provide and how the organization plans to manage the grant funds.

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

COMMUNITY NEED

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

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

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

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

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

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

4. How does the organization plan on recruiting? How will the organization ensure participation in the program(s)?

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

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

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

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

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

7. With funding split for Fiscal Year 25 (FY25) and FY26, how will the organization manage expenses across both periods to ensure sustainability and achieve outcomes?

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

8. What steps will the organization take to ensure its impact continues after the grant ends?

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

Continue scrolling to *Goals and Outcomes*

PROGRAM COORDINATOR

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

Program	Name	Phone Number	Email Address

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

Goals and Outcomes

NOTE: Provide information for each program.

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

9. Program Goals and Outcomes

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

What will the organization accomplish?

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

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

(Example:

1. 10 participants applied and approved for scholarships by July 2026.

2. 5 participants accepted to college by the end of the contract.

3. 60% of unemployed participants get a job within nine months.

Total Number of Workshops	
Where will the workshops take place?	
Number of Participants per Workshop	

You have reached the end of this narrative.

Appendix C1 Budget Narrative (FY26)					
Department of Workforce Services - Refugee Capacity Building Grant July 01, 2025 - June 30, 2026					
Please itemize, detail, and describe each line item for the funding period requested in the Budget Detail Form. You may expand the cells as necessary to provide data. INCLUDE THE MATCH FUNDS.					
Organization:					
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested				Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Other Administrative Costs (Example: Electricity, Internet, computer maintenance services, etc.).					
Total Category II Direct Administrative Expenses					\$0
Category III Direct Program Expenses	Itemized Details of Organizational Expenses <small>(Example: Insurance, background checks, office supplies... or leave blank)</small>	Levels I, II, & III (Required) Itemized Details of Expenses <u>Program 1</u>	Levels II & III only (Required) Itemized Details of Expenses <u>Program 2</u>	Level III only (required if applicable) Itemized Details of Expenses <u>Program 3</u>	Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2.Travel/Transportation (Example: \$315 for mileage reimbursement at \$0.56 per mile)					
3. Space Costs					
4. Supplies					
5. Food (Note: total food costs must not exceed 5% of the total budget)					
6. Organizational and Staff Development (Example: Licensing fees, background checks)					
7. Conferences/Workshops					
8. Insurance					
9. Professional Fees/Contract Services (Example: Childcare, interpreters)					
10. Incentives (Note: total incentive costs must not exceed 5% of the total budget)					
Total Expenses Category III Direct Program					\$0
Total Expenses Category II and III					\$0

Appendix C2 Budget Narrative (FY27)					
Department of Workforce Services - Refugee Capacity Building Grant July 01, 2026 - June 30, 2027					
Please itemize, detail, and describe each line item for the funding period requested in the Budget Detail Form. You may expand the cells as necessary to provide data. INCLUDE THE MATCH FUNDS.					
Organization:					
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested				Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Other Administrative Costs (Example: Electricity, Internet, computer maintenance services, etc.).					
Total Category II Direct Administrative Expenses					\$0
Category III Direct Program Expenses	Itemized Details of Organizational Expenses <small>(Example: Insurance, background checks, office supplies... or leave blank)</small>	Levels I, II, & III (Required) Itemized Details of Expenses <u>Program 1</u>	Levels II & III only (Required) Itemized Details of Expenses <u>Program 2</u>	Level III only (required if applicable) Itemized Details of Expenses <u>Program 3</u>	Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2.Travel/Transportation (Example: \$315 for mileage reimbursement at \$0.56 per mile)					
3. Space Costs					
4. Supplies					
5. Food (Note: total food costs must not exceed 5% of the total budget)					
6. Organizational and Staff Development (Example: Licensing fees, background checks)					
7. Conferences/Workshops					
8. Insurance					
9. Professional Fees/Contract Services (Example: Childcare, interpreters)					
10. Incentives (Note: total incentive costs must not exceed 5% of the total budget)					
Total Expenses Category III Direct Program					\$0
Total Expenses Category II and III					\$0

Board of Directors

BOARD OF DIRECTORS

Is over half the board comprised of members having current or former eligibility status under the Office of Refugee Resettlement (ORR)?

- ☐ Yes
- ☐ No

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

[illegible]

Appendix E

State Funding Received by Organization

Include all state funding sources the applicant is currently receiving. Do not include any funds that have been requested but not awarded or committed.

Organization:	
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Current State Funding Sources	Amount	Direct Award or Competitive Grant Award	Period of Award	Purpose of the Award	Are Funds Currently Pending?
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Example: State Funds	\$ 5,000.00	Competitive Grant Award	July 01, 2024 - June 30, 2025	To provide high-quality services under the Becoming High-Quality Grant	Yes
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[illegible]

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Appendix F

Level IV Program Narrative

Department of Workforce Services (DWS)

Refugee Capacity Building Grant (RCBG), 26-DWS-S010

Organization:

Level: ☐ Level IV

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

1. How will the organization provide mentorship and capacity-building support to Level I organizations under this grant?

2. What specific training will the organization offer in leadership development, financial literacy, or grant writing to help Level I organizations grow?

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

3. How will the organization monitor the progress of Level I organizations, particularly in data management and program participation?

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

4. How will the organization ensure that Level I organizations stay on track with budget and financial management throughout the program?

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

5. How will the organization measure the success and impact of mentorship and capacity-building efforts with Level I organizations?

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

PROGRAM COORDINATOR

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

Name

Phone Number

Email Address

Continue scrolling to *Goals and Outcomes*

Goals and Outcomes

NOTE: Provide information for each program.

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

6. Program Goals and Outcomes

What will the organization accomplish?

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

Total Number of Workshops

Where will the workshops take place?

You have reached the end of this narrative.

Appendix G1 Level IV Budget Narrative (FY26) Department of Workforce Services - Refugee Capacity Building Grant		
All planned expenses must be itemized, detailed and described for each line item. Cells may be expanded as necessary in order to provide all required information.		
Organization:		
Contract Dates:	July 01, 2025 - June 30, 2026	
Category II - Direct Administrative Expenses: If the organization DOES NOT have a NICRA and chooses not to use the de minimis rate, the organization <u>must</u> use Category II if charging Direct Administrative Expenses.		
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		
Fringe Benefits		
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		
Equipment (e.g. computers, laptops, printers, furniture)		
Insurance		
Material and Supplies (e.g. consumable goods)		
Professional Development & Training		
Professional Fees & Contract Services (e.g. consultants, security)		
Space Costs (e.g. rent, lease)		
Travel & Transportation		
Utilities (consistent monthly utility charges - gas, water)		
Total Category I Indirect Expenses and Category II Direct Administrative Expenses		\$ -
The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of total Program Expenses		
Category III - Direct Program Expenses:		
Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		
Fringe Benefits		
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		
Equipment (e.g. computers, laptops, printers, furniture)		
Insurance		
Material and Supplies (e.g. consumable goods)		
Professional Fees & Contract Services (e.g. consultants, security)		
Space Costs (e.g. rent, lease)		
Staff Travel & Transportation		
Staff Development & Training		
Participant Supplies		
Utilities (consistent monthly utility charges - gas, water)		
Total Category III Program Expenses		\$ -
Total Category I, Category II and Category III Expenses		\$ -
Notes: Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.		

Appendix G2 Level IV Budget Narrative (FY27) Department of Workforce Services - Refugee Capacity Building Grant		
All planned expenses must be itemized, detailed and described for each line item. Cells may be expanded as necessary in order to provide all required information.		
Organization:		
Contract Dates:	July 01, 2026 - June 30, 2027	
Category II - Direct Administrative Expenses: If the organization DOES NOT have a NICRA and chooses not to use the de minimis rate, the organization must use Category II if charging Direct Administrative Expenses.		
Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		
Fringe Benefits		
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		
Equipment (e.g. computers, laptops, printers, furniture)		
Insurance		
Material and Supplies (e.g. consumable goods)		
Professional Development & Training		
Professional Fees & Contract Services (e.g. consultants, security)		
Space Costs (e.g. rent, lease)		
Travel & Transportation		
Utilities (consistent monthly utility charges - gas, water)		
Total Category I Indirect Expenses and Category II Direct Administrative Expenses		\$ -
The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 15% of total Program Expenses		
Category III - Direct Program Expenses:		
Category III Program Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		
Fringe Benefits		
Communications (e.g. Consistent monthly charges including and not limited to: printing, copying, phone, internet, postage)		
Equipment (e.g. computers, laptops, printers, furniture)		
Insurance		
Material and Supplies (e.g. consumable goods)		
Professional Fees & Contract Services (e.g. consultants, security)		
Space Costs (e.g. rent, lease)		
Staff Travel & Transportation		
Staff Development & Training		
Participant Supplies		
Utilities (consistent monthly utility charges - gas, water)		
Total Category III Program Expenses		\$ -
Total Category I, Category II and Category III Expenses		\$ -
Notes: Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material & Supplies, Staff Travel & Transportation, Communications, Staff Development & Training, Professional Fees & Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.		

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

1. DEFINITIONS:

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

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

3. CONFLICT OF INTEREST:

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

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

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

5. RELATED PARTIES:

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

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

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

8. **OWNERSHIP IN INTELLECTUAL PROPERTY:**

- a. DWS and GRANTEE each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by GRANTEE prior to the execution of this Agreement, but specifically manufactured under this Agreement shall be considered work made for hire, and GRANTEE shall transfer any ownership claim to DWS.
- b. Grantee warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other proprietary rights. Grantee will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement.

9. **STANDARD OF CARE:** Grantee and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Grantee is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

10. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Agreement and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in this Agreement.

11. **IMPOSITION OF FEES:** GRANTEE will not impose any fees upon clients provided services under this Agreement except as authorized by DWS. The State of Utah and DWS will not allow the GRANTEE to charge end users electronic payment fees of any kind.

12. **HUMAN-SUBJECTS RESEARCH:** GRANTEE shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.

13. **GRANTEE RESPONSIBILITY:** GRANTEE is solely responsible for fulfilling the statement of work under this Agreement, with responsibility for all services performed as stated in this Agreement. GRANTEE shall be the sole point of contact regarding all matters related to this Agreement. GRANTEE must incorporate GRANTEE's responsibilities under this Agreement into every subcontract with its subcontractors that will provide any of the work product in this Agreement. Moreover, GRANTEE is responsible for its subcontractor's compliance under this Agreement.

14. **GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:**

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

15. **INDEPENDENT GRANTEE:** GRANTEE and subcontractors, in the performance of the Scope of Work, shall act in an independent capacity and not as officers or employees or agents of DWS or the State of Utah. Persons employed by or through the Grantee shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

16. MONITORING:

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

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

18. AGREEMENT TERMINATION:

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

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

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

28. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
29. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification. The Grantee shall notify DWS within five days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement period.
30. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
 - a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
 - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
 - c. By accepting this Grant, the GRANTEE assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Grant:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
 - d. GRANTEE acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. GRANTEE certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.

- e. 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.
 - f. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
31. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the GRANTEE complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. GRANTEE must adhere to the requirements of 24 CFR Part 58. Should GRANTEE violate 24 CFR Part 58 prior to, during, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.
 32. **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.
 33. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.
 34. **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.
 35. **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.
 36. **PROTECTION AND USE OF CLIENT RECORDS:** GRANTEE shall comply with the Government Data Privacy Act (GDPA), Title 63A, Chapter 19, under which a GRANTEE that enters into or renews an agreement with a governmental entity and processes or has access to personal data as part of the GRANTEE's duties under the agreement, is subject to the requirements of the GDPA with regard to the personal data processed or accessed by the GRANTEE to the same extent as required of the governmental entity.
 GRANTEE shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. GRANTEE shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law.

GRANTEE shall be responsible for any breach of this duty of confidentiality, including any required remedies or notifications under applicable law. GRANTEE shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by GRANTEE or anyone for whom the GRANTEE is liable.

This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

37. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.
38. **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.
39. **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 initial payment of Grant funds. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.
- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
 - b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
 - c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.

- d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
- e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.
40. **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.
41. **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.
42. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
43. **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 agrees to participate in follow-up audits as requested by 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.
44. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.
45. **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.
46. **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.
47. **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.

48. DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:

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

Table 1: Cost Principles

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

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

50. **CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
51. **NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
- Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
 - Allowable under applicable cost principles.
 - Not paid by the Federal Government under another award except where authorized by Federal statute.
 - In accordance with the appropriate Federal grant being matched.
 - Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.
52. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.
53. **NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
54. **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.
55. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
56. **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.
57. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
58. **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.
59. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102 and 63G-27-201, if applicable, GRANTEE certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. GRANTEE also agrees not to engage in either boycott for the duration of this Agreement. If GRANTEE does engage in such a boycott, it shall immediately provide written notification to DWS.

Attachment B

Scope Of Work

Department of Workforce Services
Refugee Capacity Building Grant

I. Purpose

The Department of Workforce Service (DWS) Refugee Services Office (RSO) utilizes State of Utah General Funds and other resources to support organizations in strengthening capacity to assist refugees. These efforts focus on promoting integration into the United States, enhancing well-being and self-sufficiency, and reducing at-risk behaviors.

II. Eligibility Requirements

In accordance with Utah Code Sections 67-27-107 to 67-27-109, no individual shall be excluded from receiving services under this Agreement based on personal identity characteristics, including race, color, ethnicity, sex, sexual orientation, national origin, or gender identity. Programs may be designed to specifically serve youth or the elderly.

III. Grantee Responsibilities

A. Program Services

1. The Grantee shall:

a. Provide services in the following categories:

1) *See the 26-DWS-S010 Request for Grant Applications (RFGA) Packet.*

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

1) *See the 26-DWS-S010 RFGA Packet.*

c. Collaborate with DWS and other community organizations to enhance well-being, promote financial independence, and reduce at-risk behaviors among refugee individuals and families.

d. Partner with external organizations to support programming, training sessions, resource distribution, and referrals as needed.

e. Maintain signed copies of the following documents on file for all staff and volunteers participating in this Agreement:

1) Non-Disclosure Agreement.

2) Code of Conduct.

f. Conduct background checks for all employees and volunteers in compliance with the attached Background Check Requirements document.

- g. As part of the execution of this Agreement, the organization will be required to sign the attached Acknowledgement of Termination document. This attachment outlines the consequences of non-compliance with contractual requirements and affirms the organization's understanding that failure to meet those obligations may result in termination of the contract.

B. Capacity Building

1. The Grantee shall:

- a. Participate in Capacity Building Planning meetings to assess the organizations capacity using the Organizational Capacity Assessment Tool (OCAT) provided by DWS. This assessment will measure at least six key areas to track and demonstrate growth in organization capacity.
 - 1) Work toward achieving the goals identified during the Organizational Capacity Assessment process.
- b. Provide a copy of the organization's bylaws to DWS to ensure compliance and support bylaw development as needed.
- c. Strengthen board leadership and organizational capacity to enhance the organizations ability to serve families in need within the community.

C. Other Requirements

1. The Grantee shall:

- a. Refer organizational leaders and members to the Utah Refugee Center for training classes, events, and services as deemed appropriate by the Grantee.
- b. Refer at least one individual from the organization's leadership or membership to participate in the annual Adult Leadership Program provided by RSO (as available).
- c. If the organization specifically targets youth, refer at least one candidate to participate in the annual Youth Leadership Event (as available).
- d. Invite RSO Manager(s) to attend at least one community meeting or workshop per contract year (as available).
- e. Provide DWS with a primary organizational contact for connecting with new arrivals in the community.
- f. Work with DWS to promptly address questions, resolve issues, and schedule meetings.
- g. Designate a primary point of contact for the duration of the grant. This individual must have knowledge of Google Sheets and be expected to communicate regularly with RSO.
- h. Follow the attached Volunteer Transportation Oversight Process when volunteers provide transportation for participants attending program events or services.

- i. Provide age-appropriate participants with a Job Seeker Quick Start Card (provided by DWS).
 - j. Post all organization employment opportunities on the DWS website throughout the grant period in accordance with the attached DWS Grant Terms and Conditions document.
 - k. Comply with all required initial documentation, including but not limited to the Non-Disclosure Agreement, Code of Conduct, Background Check, Bylaw Provisions, Articles of Incorporation, Organizational Insurance, Financial Invoice, and Pre/Post Test Creation. This documentation must be submitted along with an initial monitoring session with RSO within two months (60 days) of the start of the grant term (unless an earlier deadline is specified for any individual item in the contract). Noncompliant organizations may have their contracts terminated.
 - l. Allow DWS to share the Grantee's contact information and a description of its services for the purpose of making referrals to individuals and community members seeking such services, and to inform other organizations about the services the Grantee provides.
- D. Utah Refugee Center (URC)
- 1. Grantee may use space at the URC for programming.
 - 2. Scheduling is limited and subject to availability; advance reservations are recommended.
 - 3. To reserve space, refer to the attached URC Community Usage Rules.
 - 4. The URC Community Usage Rules must be signed and submitted to the Refugee Programming Coordinator before using the space.
- E. Grant Orientation and Meetings
- 1. The Grantee shall:
 - a. Designate a representative to attend the grant orientation (TBA), where training will be provided on grant requirements and reporting.
 - b. Ensure a financial representative attends a financial orientation (TBA).
 - c. Participate in meetings with DWS (TBA), including:
 - 1) Four monitoring meetings throughout the grant period.
 - 2) Four group training sessions on organizational development.
 - 3) Meetings as needed to complete the Organizational Capacity Assessment and establish and follow up on the Capacity Building Plan.
 - 4) Quarterly leadership dialogue meetings with DWS representatives.
- F. Reporting
- 1. The Grantee shall:
 - a. Utilize Google Sheets to track outcome data, including:
 - 1) The date and location of workshops, training sessions, services, and meetings.
 - 2) Participant names and attendance records.

- 3) Volunteer and paid staff attendance, along with time and date logs.
- 4) Event photos, uploaded regularly to Google Drive.
- b. Update the Ledger, Attendance, and all applicable tabs in the Google Data Tracker within seven days of the transaction or event.
- c. For programs structured as a series, administer pre-tests during the first workshop or training and the same post-test at the final session.
- d. Record referrals in Google Sheets, including the name of the individual referred, the referral date, and the referral destination.
- e. Track additional services and outcomes in Google Sheets using existing spreadsheets or uploads, including:
 - 1) Additional services provided, with corresponding dates, participant names, and staff and volunteer attendance.
 - 2) Measurements, outcomes, and outputs, as outlined in the attached Reporting and Outcomes document.
- f. Ensure that all information collected under this grant is used only for valid administrative purposes and is not disclosed beyond the scope authorized by this grant.
- g. Assist in the facilitation of post-program participant surveys provided by DWS.

G. Invoicing

- 1. The Grantee shall:
 - a. Use the Google Sheets ledger provided by DWS to document all expenditures.
 - b. Update the ledger at least monthly or within 7 days of each transaction.
 - c. Record the date, hours worked, and description of work for each volunteer and paid staff member providing program services.
 - d. Complete invoice forms provided or approved by DWS for each expenditure, with signatures from the designated program coordinator and one board member.
 - e. Maintain copies of all checks or receipts for program-related expenses:
 - 1) Individuals receiving payment or incentives for program services must sign a receipt with the date and amount received.
 - 2) Expenditures without an invoice and receipt cannot be included.
 - f. Ensure grant funds are spent appropriately and align with the approved budget:
 - 1) After the first disbursement, compliance with contract terms and accounting procedures must be verified before receiving the second check.
 - 2) Unspent or improperly accounted-for funds must be returned to DWS at the end of the grant period.
 - g. Submit budget change requests to DWS for prior written approval.
 - h. Ensure transportation expenses are directly related to the program:

- 1) Mileage must be recorded on the Mileage Reimbursement Form.
- 2) Gas receipts will not be reimbursed.

H. Administration Costs

1. Administrative costs are not required to be included, but must not exceed 10% of the total budget.
2. Food expenses are not required to be included, but must not exceed 5% of the total budget.
3. Program incentives are not required to be included, but must not exceed 10% of the total budget.
4. Funding will be distributed in allotments throughout the grant period, with the final allotment provided on a reimbursement basis upon successful verification of completed outcomes.
5. Utah State Fiscal Year 2026 (FY26) grant funds must be used between July 01, 2025, and June 30, 2026.
6. FY27 grant funds must be used between July 01, 2026, and June 30, 2027.

I. Oversight

1. Grantees must ensure compliance with proper administrative and accounting procedures.
2. The Grantee is responsible for the following administrative duties:
 - a. Serving as the primary DWS grant contact.
 - b. Staffing and recruitment.
 - c. Program structure and development.
 - d. Acting as the fiscal agent and maintaining financial oversight.
3. Collaboration between multiple organizations is encouraged; however, subcontracting as defined in the attached DWS Grant Terms and Conditions document under this Agreement is not permitted.

Attachment C Budget Narrative					
Department of Workforce Services - Refugee Capacity Building Grant July 01, 2025 - June 30, 2027					
Please itemize, detail, and describe each line item for the funding period requested in the Budget Detail Form. You may expand the cells as necessary to provide data. INCLUDE THE MATCH FUNDS.					
Organization:					
Category II Direct Administrative Expenses <small>Note: Total Administrative costs must not exceed 10% of the total.</small>	Itemized Details of Total DWS Grant Funds Requested				Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2. Other Administrative Costs (Example: Electricity, Internet, computer maintenance services, etc.).					
Total Category II Direct Administrative Expenses					\$0
Category III Direct Program Expenses	Itemized Details of Organizational Expenses <small>(Example: Insurance, background checks, office supplies... or leave blank)</small>	Levels I, II, & III (Required) Itemized Details of Expenses Program 1	Levels II & III only (Required) Itemized Details of Expenses Program 2	Level III only (required if applicable) Itemized Details of Expenses Program 3	Grant Funds Requested \$
1. Salaries (Example: \$15 per hour x 24 total hours = \$360)					
2.Travel/Transportation (Example: \$315 for mileage reimbursement at \$0.56 per mile)					
3. Space Costs					
4. Supplies					
5. Food (Note: total food costs must not exceed 5% of the total budget)					
6. Organizational and Staff Development (Example: Licensing fees, background checks)					
7. Conferences/Workshops					
8. Insurance					
9. Professional Fees/Contract Services (Example: Childcare, interpreters)					
10. Incentives (Note: total incentive costs must not exceed 5% of the total budget)					
Total Expenses Category III Direct Program					\$0
Total Expenses Category II and III					\$0

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 E CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment includes, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

ATTACHMENT F

BACKGROUND CHECK REQUIREMENTS

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

- A. Unless Contractor is exempt under section C, Contractor shall obtain:
1. an annual BCI check for each employee or volunteer who has access to DWS customer confidential information; and
 2. a fingerprint-based national criminal history record check from the FBI for each employee or volunteer who provides direct services or who has direct access.
 - a. If Contractor uses the FBI Next Generation Identification fingerprint-based check or Rap Back system, a background check is required only once for the employee or volunteer for as long as Contractor is receiving notification.
- B. Contractor must obtain background checks according to Contractor's qualifications to request background checks.
1. Contractor must be certified or must become certified as a qualifying entity by BCI if Contractor meets the qualifications to request criminal history information under Title 53, Chapter 10, Criminal Investigations and Technical Services Act, and federal law, including Public Laws 105-251, 109-248, and 92-544 (qualified entities working with children or vulnerable adults, fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements identified in subsection B.1, Contractor shall require each employee or volunteer for whom a background check is required to obtain a background check in compliance with section A.
 - a. BCI information may be found at <https://bci.utah.gov/obtaining-utah-criminal-history-records-of-your-employees/>.
 - b. FBI information may be found at <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.
- C. Sections A and B do not apply to a Contractor who is required by law or by another governmental entity (e.g., Child Care Licensing, State Universities, Shelter Licensing) to obtain background checks for employees and volunteers. If Contractor is exempt under this section C, Contractor shall:
1. provide DWS with Contractor's background check policy, which must identify:
 - a. the type of background check required;
 - b. who is required to be background checked;
 - c. the frequency of the background check; and
 - d. the criteria used to determine whether the individual passes or fails the background check;
 2. submit proof to DWS of Contractor's compliance with the law, regulation, or requirement that Contractor obtain background checks; and

3. immediately notify DWS if an employee's or volunteer's shows any criminal history identified in section E.
- D. Contractor shall immediately notify DWS if an employee's or volunteer's record shows any criminal history identified in section E.
- E. Unless otherwise and expressly authorized by DWS, Contractor shall restrict or prohibit an individual from accessing confidential information, providing direct service, or having direct access:
 1. until a valid background check is completed; or
 2. if the background check indicates:
 - a. a conviction or plea in abeyance for any matter involving:
 - i. a financial crime, including theft, fraud, identity theft, larceny, and embezzlement;
 - ii. illegal drug use or trafficking;
 - iii. a sexual offense;
 - iv. lewdness;
 - v. domestic violence;
 - vi. battery;
 - vii. a crime against the individual under Title 76, Chapter 5, Offenses Against the Individual, or similar offense in another state; or
 - viii. any Utah felony or class A misdemeanor, or a similar offense in another state; or
 - b. any other conduct or action that, in the judgment of DWS:
 - i. may create a risk of harm to a DWS customer, a minor, or a vulnerable adult; or
 - ii. suggests the individual may compromise confidential information.
- F. A guest is not required to complete a background check. Contractor shall ensure a guest does not have access to confidential information.
- G. If Contractor is a youth service organization, Contractor shall comply with Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).
 1. Contractor shall:
 - a. complete a registered sex offender check for each youth worker;
 - b. provide reasonable training in sexual abuse identification and reporting to each youth worker; and
 - c. implement reasonable child abuse prevention policies and procedures as required by Utah Code section 80-8-202 (2024 Senate Bill 158).
 2. Contractor may not employ an individual as a youth worker or allow the individual to volunteer as a youth worker:
 - a. unless Contractor has completed a registered sex offender check for the individual; or

- b. if the individual is registered on the state's Sex and Kidnap Offender Registry or the National Sex Offender Public Website.
- H. Contractor shall be responsible for all expenses associated with each background or other check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS in this Agreement.
- I. Contractor shall maintain records demonstrating Contractor's compliance under this Attachment, including annual and verifiable background or other checks for each individual, and provide such records to DWS upon request.
- J. DWS may terminate this Agreement if Contractor fails to complete a background or other check for an employee or volunteer, fails to maintain records, or otherwise fails to perform its obligations under this Attachment.
- K. Definitions.
 - 1. "BCI" means the Utah Bureau of Criminal Identification.
 - 2. "Confidential information" means personal identifying information, including medical records, clinical records, counseling records, financial records, and case information.
 - 3. "Contractor" means a DWS contractor, subcontractor, grantee, or subgrantee.
 - 4. "Direct access" means an individual has, or likely will have, contact with or access to a minor or vulnerable adult and such contact or access provides the opportunity for personal communication or touch. See Title 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 5. "Direct service" means the provision of services to a minor or vulnerable adult in the physical presence of the minor or vulnerable adult. Services include counseling, mentoring, job coaching, training, job search activities, testing, or providing mental health and medical services.
 - 6. "DWS" means the Utah Department of Workforce Services or its divisions.
 - 7. "DWS customer" means an individual served with funding provided by DWS.
 - 8. "Guest" means an individual in the program temporarily and who will not be allowed unsupervised direct access.
 - 9. "Minor" means an individual under the age of 18 years old.
 - 10. "Vulnerable adult" means:
 - a. an individual 65 years old or older; or
 - b. an adult 18 years old 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 the adult's ability to:
 - i. provide personal protection;
 - ii. provide necessities such as food, shelter, clothing, or medical or other health care;
 - iii. obtain services necessary for health, safety, or welfare;

- iv. carry out activities of daily living;
 - v. manage the adult's own resources; or
 - vi. comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Individual.
11. "Youth service organization" and "youth worker" are defined in Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).

Attachment G

Volunteer Transportation Oversight Process

A. Volunteer Transportation

Oversight Grantee shall:

1. Utilize volunteers to provide transportation as needed. Require volunteers to:
 - a. Read and sign the attached *Volunteer Automobile Insurance Expectations* document.
 - b. Provide proof of insurance.
 - c. Provide active driver's license.
2. Explain to volunteers:
 - a. The automobile insurance provisions in the attached *DWS Grant Terms and Conditions*.
 - b. They are responsible for maintaining adequate automobile insurance on the driver and vehicle used to provide transportation services.
 - c. 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.
3. Maintain the signed the attached *Volunteer Automobile Insurance Expectations* document, proof of insurance, and copy of driver's license for each volunteer in secure volunteer files.
4. Track mileage for each trip, including the date, starting location, where the community members are being transported to, beginning mileage as displayed on the car odometer, and ending mileage as displayed on the car odometer on the attached *Mileage Reimbursement Form*.
5. For volunteers to be reimbursed, the Grantee MUST:
 - a. Ensure the attached *Mileage Reimbursement Form* is complete for each volunteer.
 - b. Receive, review for completion and accuracy, and file the attached *Mileage Reimbursement Form* for each volunteer.
 - c. 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 H

Volunteer Automobile Insurance Expectations

Name of the Organization: _____

Name of the Volunteer: _____

Volunteer Phone Number: _____

Volunteer Email: _____

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

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

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

Signature of Volunteer

Date

Name (type or print)

Emergency Contact Information:

Name: _____

Address: _____

Phone Number: _____

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

Signature of Program Coordinator

Date Received

Name of Program Coordinator (type or print)

Attachment I

Utah Refugee Center Community Usage Rules

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

Utah Refugee Center Community Usage Liability Waiver and Contract

Community: _____

Event Name: _____

Event Date: _____

Contact Name: _____

Contact Phone Number: _____

Signature: _____

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

Attachment J
Mileage Reimbursement Form
Mileage Reimbursement Log @ \$0.70 per Mile

	Organization Name:					
Date	Driver	Destination		Mileage		
		To	From	Beginning Odometer	Ending Odometer	Total
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
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						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
Total Miles						0

Reimbursement Amount (\$0.70 per mile)	\$ -
--	------

Attachment K

Reporting and Outcomes

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

Service: **Refugee Capacity Building**

Population: Refugee-led organizations and refugee community members.

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

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

1. ORGANIZATIONAL CAPACITY

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

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

2. EDUCATION AND SKILLS

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

3. INTEGRATION

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

Attachment L

Acknowledgement of Termination

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

Terms & Conditions:

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

Communication:

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

Data Tracking

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

Expense Documentation and Invoicing:

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

Acknowledgment of Terms:

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

Signature

Organization

Title