

Utah Department of Workforce Services  
**Request for Grant Application  
(RFGA)**

**Immigration-Related Legal Assistance  
Grant 2022-2023**  
**Solicitation #23-DWS-S020**

**Application Due..... October 07, 2022**

**Updated Addendum – September 30, 2022**



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## **Introduction**

### **Overview**

The Department of Workforce Services (DWS) will fund a one-year grant to organizations that are currently providing immigration-related legal assistance services. This Request for Grant Applications (RFGA) is funded by the Office of Refugee Resettlement (ORR) and is administered through DWS's Refugee Services Office (DWS-RSO). The title of this grant is the Immigration-Related Legal Assistance Grant (IRLAG) 2022-2023.

ORR limits the use of ASA-funded Cash and Medical Assistance (CMA) for immigration-related legal assistance to Unaccompanied Refugee Minor (URM) programs only. All other programs must support any immigration-related legal assistance through non-CMA funding streams that ORR has explicitly authorized to use for this purpose.

### **Objective**

DWS is requesting grant applications from organizations currently providing immigration-related legal assistance services to Afghan refugees. This grant is limited to organizations already providing immigration-related legal assistance services to refugees to facilitate rapid and seamless transition of aid.

The objective of this grant is to provide eligible populations with basic legal orientation on immigration statuses and immigration protections under the law and immigration-related legal assistance, including but not limited to, immigration education, adjustment of status, family reunification, navigating the asylum process including application, interview, interpretation, and transportation as needed (see [ORR Policy Letter 22-11 – Immigration-Related Legal Assistance Allowable under ORR ASA Funding](#)).

### **Eligible Populations**

Congress, through the Afghanistan Supplemental Appropriations (ASA) Act of 2022, authorized ORR to provide resettlement assistance and other benefits available to refugees to specific Afghan populations (see [ORR Policy Letter 22-10](#)).

Afghan populations identified in [ORR Policy Letter 22-10](#) are eligible for services provided under this grant.

## **Allowable Services**

The types of legal assistance permissible under this grant are limited to:

1. Providing eligible populations with basic legal orientation on immigration statuses and immigration protections under the law.
2. Conducting seminars, trainings, or workshops on relevant immigration-related legal assistance topics to eligible clients and/or eligible pro se applicants.
3. Consulting with a client to determine immigration-related legal assistance needs.
4. Interviewing the client to obtain relevant information.
5. Assisting in the replacement of lost or damaged immigration documents or assisting with the correction of incorrect immigration documents.
6. Providing interpretation services to engage the client's support in filling out relevant immigration forms.
7. Translating relevant documents into client's preferred language to provide the client with greater understanding of the forms and the U.S. immigration system.
8. Explaining relevant forms to the client.
9. Physically filling out relevant forms.
10. Retrieving supporting documentation for relevant forms.
11. Providing guidance on fee waivers.
12. Assisting in the logistics of securing fees for forms.
13. Representing the client in an affirmative asylum interview or other mandatory in person immigration-related legal assistance appointment. (The affirmative asylum process is reserved for asylum seekers who are not in removal proceedings with the Executive Office of Immigration Review (EOIR). Asylum seekers who are in removal proceedings under EOIR may only seek asylum through the defensive asylum process).
14. Responding to immigration-related inquiries from the U.S. Department of State Bureau of Population, Refugees, and Migration.
15. Responding to U.S. Citizenship and Immigration Services (USCIS) inquiries, including requests for evidence or notices of intent to deny.

## **Grant Information**

### **Minimum Requirements**

1. This application is limited to organizations currently providing immigration-related legal assistance.
2. The organization must have a current Employer Identification Number (EIN) from the IRS to apply.
3. Only one application will be accepted per Employer Identification Number (EIN).
4. The organization must provide a completed application. Incomplete or late applications may not be considered.
5. Organizations who meet the above criteria should only apply if they plan to adhere to the DWS Insurance Certificate requirements (see *Attachment A – DWS Grant Terms and Conditions*).
6. All organizations selected for the award will be expected to work closely with DWS.

### **Expected Measurements and Outcomes**

1. Programs must track data to demonstrate outcomes and outputs of funded services.
2. Outcomes and goals shall be added to the Grant based on application responses and negotiated services (see *Appendix B – Program Narrative*).
3. Outcomes should be reasonable and achievable based on the programming and population the application proposes to serve.

### **Funding and Period of Performance**

1. The grant is funded by the Office of Refugee Resettlement (ORR) through the Afghanistan Supplemental Appropriations (ASA) Act of 2022.
2. Funding must be used to supplement not supplant existing funding.
3. Either party may elect to terminate the 2022-2023 Immigration-Related Legal Assistance Grant at any time.
4. **The period of performance for this contract is November 01, 2022, to October 31, 2023, with a potential option to renew for one year at the discretion of DWS.**

5. Allowable expenses shall be reimbursed upon approval of submitted invoices. Supporting documentation must be included with each invoice.
6. Organizations shall remain within budget constraints on *Appendix C - Budget Narrative and Itemization Form*, unless otherwise approved by DWS.
7. The grant amount shall be awarded based on the program application, budget, and funding availability.
8. Funds must be utilized within the grant period of November 01, 2022, to October 31, 2023.

### **Evaluation and Award**

1. Grant applications shall be evaluated on a competitive basis.
2. Organizations must be available for questions or clarification. The organization must provide a single point of contact with whom DWS-RSO will communicate.
3. DWS reserves the right to reject any and all applications or withdraw this offer at any time.
4. Grants shall be awarded based on demonstrated needs, the quality of the program, and outcomes proposed.
5. Awards shall be made to the responsible applicant(s) whose application is determined to best meet the objectives of DWS, taking into consideration all factors set forth in this RFGA.
6. Successful grant applications shall be open to public inspection after the grant is awarded under the guidelines of the Government Records Access and Management Act (GRAMA). The entire application shall be public unless applicant requests via email that trade secrets/proprietary data be protected. This "Claim of Business Confidentiality" must be emailed to [kaugustin@utah.gov](mailto:kaugustin@utah.gov) or [bbarucija@utah.gov](mailto:bbarucija@utah.gov) prior to submitting the grant application.

### **Questions**

Questions and requests for clarification or interpretation of any section of this RFGA must be submitted via email on or before Tuesday, October 04, 2022 at noon MT. All questions will be made public. All questions and responses will be posted [HERE](#) within 24 business hours for all prospective applicants to view.

Direct questions to either of the following:

**Contract Owner: Ben Barucija**

bbarucija@utah.gov

801-833-1550

**Contract Analyst: Kevin Augustin**

kaugustin@utah.gov

801-526-4317

**Addenda**

If DWS finds it necessary to modify the RFGA for any reason, it will issue a written addendum to the original RFGA. The final Addenda will be posted no later than Tuesday, October 04, 2022, at 5:00pm MT.

**Application Process**

**Timeline**

- Tuesday, September 20, 2022: **Application goes live**
- Tuesday, October 04, 2022, at noon: Question submission deadline
- Tuesday, October 04, 2022, at 5:00pm: Final Addenda posted
- Friday, October 07, 2022 at 5:00pm MT: **Application submission deadline**
- October 21, 2022: Notice of Award or Denial
- November 01, 2022: Award Start Date

**Required Documents to Attach**

The documents listed below can be found [here](#) and must be attached and submitted to [Appendix A – Grant Application Submission Sheet](#).

1. Appendix B – Program Narrative
2. Appendix C – Budget Narrative and Itemization Form
3. Appendix D – FFATA Certification by the Subrecipient

4. Insurance Certificate (See *Attachment A - DWS Grant Terms and Conditions 38. Required Insurance.*)
5. Negotiated Indirect Cost Rate Agreement.

On *Appendix A – Grant Application Submission Sheet*, the organization will also be required to input an EIN and the organization **Unique Entity Identifier** (UEI) number.

## **How to Apply**

1. By applying for this RFGA, the Applicant acknowledges and agrees that the requirements, Scope of Work, outcome expectations, and the evaluation process outlined in this RFGA are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFGA must be addressed in email to DWS-RSO prior to applying. The Applicant further acknowledges that he or she has read this RFGA, along with any attached or referenced documents, including the Grant Terms and Conditions.
2. Applicant must use the forms found at <https://jobs.utah.gov/department/rfg/refugee.html> other forms submitted may not be considered.
3. Applicant must use the following linked [\*\*Appendix A – Grant Application Submission Sheet\*\*](#) to submit an application.
4. Applicant must bear the cost of preparing and submitting the application.
5. Failure to comply with any part of the RFGA may result in denial of the application.
6. Grant applications must be submitted no later than 5:00 PM, October 07, 2022. Applications may not be mailed, emailed, or faxed.
7. Do NOT include additional information such as personalized cover sheets, table of contents, pamphlets, organizational public relations information, addenda, etc. All additional information will be discarded.
8. DWS may request the correction of any application omissions. Applicant must respond within the time period provided in the request.
9. At the request of the organization, DWS may offer technical support in submitting the application.

# Submission Checklist

Pre-Application Checklist	
<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Unique Entity Identifier (UEI) (Instructions found <a href="#">here</a> ).

Application Checklist	
<u>Due by: October 07, 2022, 5:00 PM MT</u>	
<input type="checkbox"/>	<i>Appendix A – Grant Application Submission Sheet</i>
<input type="checkbox"/>	<i>Appendix B – Program Narrative</i>
<input type="checkbox"/>	<i>Appendix C – Budget Narrative and Itemization Form</i>
<input type="checkbox"/>	<i>Appendix D – FFATA Certification by the Subrecipient</i>
<input type="checkbox"/>	<i>NICRA Letter</i>
<input type="checkbox"/>	<i>Certificate of Insurance</i>

# Appendix A

## Grant Application Submission Sheet

Department of Workforce Services  
Immigration-Related Legal Assistance Grant (IRLAG) 2022-2023  
Solicitation #23-DWS-S020

### ORGANIZATION

Organization Legal Name: \_\_\_\_\_

Employer Identification Number (EIN) #: \_\_\_\_\_

Unique Entity Identifier (UEI) #: \_\_\_\_\_

Organization Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Total Grant Funds Requested in this application: \$ \_\_\_\_\_ (This must match the **Total Category I, Category II, and Category III Expenses** in *Appendix C – Budget Narrative and Itemization Form*.)

### This organization is doing business as:

Individual/Sole Proprietor

For-Profit Corporation

Non-Profit Organization

Government Agency

### 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.*

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

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

**\*By completing and submitting this application, the applicant has verified that all information provided in this grant application is complete and accurate.**

### REQUIRED DOCUMENTS TO ATTACH

\_\_\_\_\_ APPENDIX B: PROGRAM NARRATIVE

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

\_\_\_\_\_ APPENDIX D: FFATA CERTIFICATION BY THE SUBRECIPIENT (515B)

### ADDITIONAL DOCUMENTS TO ATTACH

\_\_\_\_\_ INSURANCE CERTIFICATE

\_\_\_\_\_ NICRA LETTER

## Appendix B

### Program Narrative

#### Department of Workforce Services (DWS)

#### Immigration-Related Legal Assistance Grant (IRLAG) 2022-2023

**INSTRUCTIONS:** Please provide a detailed description of the program the organization will provide under this grant. Use this appendix to justify why the organization should be awarded the grant.

Continue until you see: "You have reached the end of this appendix."

**Organization:**

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

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

**1. What services, forms, documents, or activities will the organization provide for immigration-related legal assistance?**

*(Must be among the allowable services mentioned in the intro of this Grant.)*

Example  
Fillable form found at  
<https://jobs.utah.gov/department/irlag/index.html>

**2. What experience does the organization have providing these services?**

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

- a. How will these services be provided (workshops, one on ones, case managers, etc.)?
- b. What is the organization's plan to provide services in the most effective and efficient manner?

Fillable Example  
<https://jobs.utah.gov/department/rfg/index.html>

**4. What experience does the organization have serving the eligible population for this grant?**

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

**5. How will the organization manage the great capacity and need for these services?**

## Goals, Outputs, and Outcomes

### Section B: Describe the goals, outputs, and outcomes for this program

<p><b>Program Goals</b> What will the organization accomplish?  <i>(Goals should be Specific, Measurable, Attainable, Relevant, and Timely).</i></p>	
<p><b>Program Outputs</b> What are the projected program outputs? How will this data be measured?  <u>Example:</u> <i>- X number of workshops will be provided. This data will be recorded on our grant calendar.</i></p>	<p>Example Fillable form found at <a href="https://jobs.utah.utah.gov/department/rfg/index.html">https://jobs.utah.utah.gov/department/rfg/index.html</a></p>
<p><b>Program Outcomes</b> Based off the program services, what result(s) will indicate you have accomplished your goal(s)? How will this data be recorded?  <u>Example:</u> <i>- 75% of participants will have an increased understanding of basic immigration protections under the law. This data will be recorded using pre/post surveys.</i></p>	

**You have reached the end of this appendix.**

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

**Appendix C**  
**Budget Narrative and Itemization Form**  
**Department of Workforce Services**

**Instructions.** Use this budget to request the total amount the organization would like to be awarded for this Grant. Funding shall be negotiated or determined at the discretion of DWS.

**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.  
 Cells in **green** are unlocked.

<b>Organization:</b>	
<b>Contract Dates:</b>	November 01, 2022 - October 31, 2023

**Category I - Indirect Expenses:**

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.  
 No expenses should be entered into Category II if choosing the de minimis rate.

<b>Category I Indirect Expenses</b>	<b>NICRA Rate and Base(s) - OR - De Minimis Please state your indirect cost rate.</b>	<b>Grant Funds Requested</b>
Indirect Costs		\$ -

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

**Category II - Direct Administrative Expenses:**

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

<b>Category II Direct Administrative Expenses</b>	<b>Itemized Details of Grant Funds Requested</b>	<b>Grant Funds Requested</b>
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)		\$ -
<b>Total Category I Indirect Expenses and Category II Direct Administrative Expenses</b>		\$ -
<i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses</i>		
<i>Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material &amp; Supplies, Staff Travel &amp; Transportation, Communications, Staff Development &amp; Training, Professional Fees &amp; Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.</i>		
<b>Category III - Direct Program Expenses:</b>		
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)		\$ -
Client Services (e.g. education services, employment & training, legal services, client transportation)		\$ -
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		\$ -
Utilities (consistent monthly utility charges - gas, water)		\$ -
Subawards (e.g. pass-through)		\$ -
<b>Total Category III Program Expenses</b>		\$ -
<b>Total Category I, Category II, and Category III Expenses</b>		

https://jobs.utah.gov/department/rfg/index.html

Example  
Fillable form found at



**Appendix D:**  
**FFATA CERTIFICATION BY THE SUBRECIPIENT**

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

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

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

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

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

**Executive Compensation**

	Name	Title	Total Compensation Level* _____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____

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

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

**ATTESTATION**

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

Chief Executive Officer  
or Designee, Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Equal Opportunity Employer/Program**

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

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

**1. DEFINITIONS:**

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

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

**3. CONFLICT OF INTEREST:**

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

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

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

**5. RELATED PARTIES:**

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

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

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

**8. OWNERSHIP IN INTELLECTUAL PROPERTY:**

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

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

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

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

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

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

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

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

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

**16. MONITORING:**

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

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

**18. AGREEMENT TERMINATION:**

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

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
- f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.

19. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DWS, after consultation with the GRANTEE, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DWS appoints such an expert or panel, DWS and GRANTEE agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

20. **SUSPENSION OF WORK:** If DWS determines, in its sole discretion, to suspend Grantee's responsibilities but not terminate this Agreement, the suspension will be initiated by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.

21. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

22. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

23. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.

24. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** GRANTEE agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.

25. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.

26. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

27. **WARRANTY:** Grantee warrants, represents and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges

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

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

- ii. The GRANTEE shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
- e. Workers' Compensation Insurance: GRANTEE shall maintain workers' compensation insurance during the term of this Agreement for all its employees and any subcontractor employees related to this Agreement. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

31. **WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.

32. **WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

33. **CODE OF CONDUCT** (attached if applicable): GRANTEE agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

34. **GRIEVANCE PROCEDURE:** GRANTEE agrees to establish a system whereby recipients of services provided under this Agreement may present grievances about the operation of the program as it pertains to and affects said recipient. GRANTEE will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. GRANTEE will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, GRANTEE will notify DWS Contract Owner of the grievance and its disposition of the matter.

35. **PROTECTION AND USE OF CLIENT RECORDS:** Grantee shall ensure that its agents, officers, employees, partners, volunteers and Subgrantees keep all Confidential Information strictly confidential. Grantee shall immediately notify DWS of any potential or actual misuse or misappropriation of Confidential Information. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this Agreement, for any purpose not directly connected with the administration of DWS's or GRANTEE'S responsibilities with respect to this Agreement is prohibited except as required or allowed by law.

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

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

36. **RECORDS ADMINISTRATION:** GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for GRANTEE's performance and the payments made by DWS to GRANTEE under this Agreement. These records shall be retained by GRANTEE for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE agrees to allow, at no additional cost, the State of Utah, federal auditors, and DWS staff, access to all such records and to allow interviews of any employees or others who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant. Such access will be during normal business hours, or by appointment.

37. **PUBLIC INFORMATION:** GRANTEE agrees that this Agreement, invoices and supporting documentation will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). GRANTEE gives DWS and the State of Utah express permission to make copies of this Agreement, invoices and supporting documentation in accordance with GRAMA. Except for sections identified in writing by GRANTEE and expressly approved by DWS, GRANTEE also agrees that the grant application will be a public document, and copies may be given to the public as permitted under

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

38. **REQUIRED INSURANCE:** GRANTEE shall at all times during the term of this Agreement, without interruption, carry and maintain the insurance coverage described below. Non-governmental entity GRANTEES shall provide Certificate(s) of Insurance, showing up-to-date coverage, to DWS within thirty (30) days of Agreement award. Failure to provide proof of insurance as required will be deemed a material breach of this Agreement. GRANTEE's failure to maintain required insurance for the term of this Agreement will be grounds for immediate termination. DWS reserves the right to require higher or lower insurance limits where warranted. The carrying of insurance required by this Agreement shall not be interpreted as relieving GRANTEE of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation, or order.

- a. Commercial general liability (CGL) insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence. Non-governmental entity GRANTEE must add the State of Utah, DWS as an additional insured with notice of cancellation.
- b. Commercial automobile liability (CAL) insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Grantee will use a vehicle in the performance of this Agreement. If GRANTEE subcontracts with another entity or individual for transportation services, or services that include transportation services, GRANTEE may satisfy this insurance requirement by submitting proof that the subcontractor has complied with this section and agrees to the Indemnity section of this Agreement.
- c. If GRANTEE employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Agreement, GRANTEE shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. This professional liability insurance ("malpractice insurance") shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Agreement.
- d. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed.
- e. GRANTEE also agrees to maintain any other insurance policies required in the Agreement. Grantee shall add the State as an additional insured with notice of cancellation. Grantee shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Agreement award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Agreement and may result in immediate termination.

39. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** GRANTEE shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at [auditor.utah.gov](http://auditor.utah.gov).

40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of itemized billing for authorized service(s) supported by appropriate documentation and information contained in reimbursement forms supplied by DWS. Billings and claims must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Agreement termination or payments may be delayed or denied. DWS must receive billing for services for the month of June no later than July 15th, due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for services furnished by GRANTEE which are not specifically authorized by this Agreement. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

41. **PAYMENT WITHHOLDING:** GRANTEE agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of DWS, GRANTEE'S record keeping practices or reporting to DWS are not conducted in a timely and

satisfactory manner, DWS may withhold part or all payments under this or any other Agreement until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.

42. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** GRANTEE agrees that if during or subsequent to GRANTEE'S CPA audit or DWS determines payments were incorrectly reported or paid, DWS may amend the Agreement and adjust the payments. To be eligible for reimbursement GRANTEE expenditures must be adequately documented. Upon written request GRANTEE will immediately refund to DWS any overpayments as determined by audit or DWS. GRANTEE further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other Agreements with GRANTEE until recoupment of overpayment is made.

43. **UNUSED FUNDS:** Any funds paid by DWS that are not appropriately used as authorized by this Agreement must immediately be returned to DWS.

44. **REDUCTION OF FUNDS:** The maximum amount authorized by this Agreement shall be reduced or Agreement terminated if required by federal/state law, regulation, or action or if there is significant under-utilization of funds, provided GRANTEE shall be reimbursed for all services performed in accordance with this Agreement prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by GRANTEE. DWS will give GRANTEE thirty (30) days' notice of reduction.

45. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement was increased by any significant sum because GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Agreement may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS's right to terminate this Agreement.

46. **FINANCIAL/COST ACCOUNTING SYSTEM:** GRANTEE agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. GRANTEE further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. GRANTEE further agrees to retain and make available to independent auditors, State and Federal auditors, and program and grant reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. GRANTEE further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Agreement, it is subject to an assessment for over-payment.

47. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT AGREEMENTS:**

- 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.
- 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	
College or University	2 CFR 200 Subpart E
Non-Profit Organization	

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

**48. ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. GRANTEES with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

**49. CHANGES IN BUDGET (Cost Reimbursement Grants Only):** The budget attached hereto shall be the basis for payment. GRANTEE may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. GRANTEE may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

**50. NON-FEDERAL MATCH:** For those grants requiring a non-federal match, said match shall be:
 

- a. Expenses which are reasonable and necessary for proper and efficient accomplishment of the Agreement program objectives.
- b. Allowable under applicable cost principles.
- c. Not paid by the Federal Government under another award except where authorized by Federal statute.
- d. In accordance with the appropriate Federal grant being matched.
- e. Invoices submitted to DWS should detail the total cost of program expenditures and should distinguish between which expenditures are match and which are requested for reimbursement.

**51. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

**52. NOTIFICATION TO THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.

**53. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment A; (ii) Agreement Signature

Page(s); and (iii) any other attachment listed on the Agreement Signature Page(s). Any provision attempting to limit the liability of GRANTEE or limit the rights of DWS or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.

54. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice DWS's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnity, Intellectual Property, Indemnification Relating to Intellectual Property, Insurance, Public Information; Conflict of Terms; Confidentiality; and Publicity.
55. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
56. **ERRORS AND OMISSIONS:** GRANTEE shall not take advantage of any errors or omissions in this Agreement. GRANTEE must promptly notify DWS of any errors or omissions that are discovered.
57. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
58. **ANTI-BOYCOTT ISRAEL:** If applicable, in accordance with Utah Statute 63G-27-101, GRANTEE certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the Agreement.

## Attachment B

### SCOPE OF WORK

#### I. Overview

- A. In the Afghanistan Supplemental Appropriations Act, 2022 and the Additional Afghanistan Supplemental Appropriations Act, 2022 (ASA), Congress authorized the Office of Refugee Resettlement's (ORR) parent agency, the Administration for Children and Families (ACF), to obligate ASA funding until September 30, 2023, for the provision of immigration-related legal assistance to eligible Afghan populations.
- B. ORR issued a Policy Letter (PL) to clarify the ability of grantees to provide such assistance using ASA funding allocated through ORR grants, including but not limited to Refugee Support Services (RSS). Note, however, that ORR limits the use of ASA-funded Cash and Medical Assistance (CMA) for immigration-related legal assistance to Unaccompanied Refugee Minor (URM) programs only. All other programs must support any immigration-related legal assistance through non-CMA funding streams that ORR has explicitly authorized to use for this purpose.

#### II. Background and Purpose

- A. The Department of Workforce Services (DWS) Refugee Services Office (RSO) and **ORGANIZATION** (Grantee) shall enter an Agreement to provide immigration-related legal assistance to the eligible populations stated in ORR PL 22-11 (see [ORR Policy Letter 22-11](#)).
- B. The purpose of this Agreement is to provide eligible Afghan populations with immigration-related legal assistance, including but not limited to, immigration education, adjustment of status, family reunification, navigating the asylum process including application, interview, interpretation, and transportation as needed.
- C. The period of performance for this Agreement is **November 01, 2022 to October 31, 2023**, with a potential option to renew for one year at the discretion of DWS.

### **III. Eligible Populations**

- A. Congress, through the Afghanistan Supplemental Appropriations (ASA) Act of 2022, authorized ORR to provide resettlement assistance and other benefits available to refugees to specific Afghan populations.
- B. Afghan populations identified in [ORR Policy Letter 22-10](#) are eligible for services provided under this Agreement.
- C. Pursuant to 45 CFR Part 400, Office of Refugee Resettlement (ORR)-funded services are limited to those refugees and ORR-eligible populations who meet the immigration status and identification requirements in Subpart D of part 400. Service providers must obtain the appropriate documentation prior to providing services.
- D. Ensure individuals receiving services under this Agreement meet the immigration status and identification criteria as well as Federal regulation 45 CFR 400.152(b), which limits services provided by federal funding to 60 months (5 years) from their date of eligibility, except for citizenship and naturalization preparation and referral and interpretation services. Verification of this requirement shall be included in the case file.

### **IV. Grantee Responsibilities**

- A. Grantee shall be responsible for providing the following services under this Agreement (**only the services detailed and agreed upon in the Request for Grant Application (RFGA) proposal will be included in the resulting Agreement Scope of Work**):
  1. Providing eligible populations with basic legal orientation on immigration statuses and immigration protections under the law.
  2. Conducting seminars, trainings, or workshops on relevant immigration-related legal assistance topics to eligible clients and/or eligible pro se applicants.
  3. Consulting with a client to determine immigration-related legal assistance needs.
  4. Interviewing the client to obtain relevant information.

5. Assisting in the replacement of lost or damaged immigration documents and/or assisting with the correction of incorrect immigration documents.
6. Providing interpretation services to engage the client's support in filling out relevant immigration forms.
7. Translating relevant documents into client's preferred language to provide the client with greater understanding of the forms and the U.S. immigration system.
8. Explaining relevant forms to the client.
9. Physically filling out relevant forms.
10. Retrieving supporting documentation for relevant forms.
11. Providing guidance on fee waivers.
12. Assisting in the logistics of securing fees for forms.
13. Representing the client in an affirmative asylum interview or other mandatory in person immigration-related legal assistance appointment. (The affirmative asylum process is reserved for asylum seekers who are not in removal proceedings with the Executive Office of Immigration Review (EOIR). Asylum seekers who are in removal proceedings under EOIR may only seek asylum through the defensive asylum process).
14. Responding to immigration-related inquiries from the U.S. Department of State Bureau of Population, Refugees, and Migration.
15. Responding to U.S. Citizenship and Immigration Services (USCIS) inquiries, including requests for evidence or notices of intent to deny.

B. Grantee shall be responsible for providing assistance in drafting and filing the following immigration-related forms (**only the forms detailed and agreed upon in the RFGA proposal will be included in the resulting Agreement Scope of Work**):

1. Form I-589, *Application for Asylum and for Withholding of Removal* for affirmative asylum applications.
2. Form I-821, Application for Temporary Protected Status.
3. Form I-130, Petition for Alien Relative – (If filing for a spouse, the marriage must have occurred on or before July 30, 2021).
4. Form I-730, Refugee/Asylee Relative Petition.

5. Form I-485, Application to Register Permanent Residence or Adjust Status.
6. Form I-751, Petition to Remove Conditions on Residence.
7. Special Immigrant Visa applications (e.g., Form I-360, Petition for Amerasian, Widow(er), or Special Immigrant).
8. Form I-131, Application for Travel Document.
  - a. Humanitarian parole applications for immediate family members of ASA-eligible populations remaining in Afghanistan or other countries outside of the United States.
9. Advance parole travel documents for ASA-eligible populations needing to travel prior to obtaining status.
10. Appeals with the USCIS Administrative Appeals Office (e.g., Form I-290B, Notice of Appeal or Motion).
11. Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative.
12. Form I-765, Application for Employment Authorization.
13. Affidavit of Relationship.

C. Grantee shall be responsible for drafting and filing the following URM-specific immigration-related documents for URM children and youth (**only the URM-specific forms detailed and agreed upon in the RFGA proposal will be included in the resulting Agreement Scope of Work**):

1. Special Immigrant Juvenile predicate orders.
2. Form I-360, *Petition for Amerasian, Widow(er) or Special Immigrant*.

D. Grantee shall be responsible for providing the following activities to facilitate client access to immigration-related legal assistance (**only the activities detailed and agreed upon in the RFGA proposal will be included in the resulting Agreement Scope of Work**):

1. Transportation and Lodging
  - a. Grantee is authorized to provide transportation and/or lodging, in support of immigration-related legal assistance, when necessary to ensure that a client is able to attend their affirmative asylum interview or other mandatory appointment with USCIS. Grantee shall

first see if a virtual appointment can be secured for the client. Grantee must also consider the totality of the circumstances before spending ASA funding on transportation and/or lodging, ensuring that all other local, state, and federal financial resources are used, and that employment income from a client is considered.

2. Immigration Fees

- a. Grantee is authorized to pay an eligible client's fees for any or all eligible forms listed in this Scope of Work (see [ORR Policy Letter 22-11](#)). This is only applicable if the Grantee documents all of the following four items:
  - i. Within the case file, evidence that a fee waiver request was submitted to USCIS and subsequently denied.
  - ii. Within the case file, justification of the expense on the basis of the client's demonstrated inability to pay.
  - iii. A plan showing equitable client assessment of need for coverage of fees for the forms listed in this Scope of Work.
  - iv. An explanation of how use of funding in this manner will further the approved goals of the program.
- E. Grantee shall ensure that ASA funds are not used for the following immigration-related legal assistance activities:
  1. Duplicative immigration assistance that USCIS provides in a given state or locality.
  2. Duplicative immigration-related legal assistance provided to an individual by another federally funded program or any other entity.
- F. Grantee shall verbally verify with all eligible refugees that immigration-related legal assistance efforts are not being duplicated.
- G. Grantee shall adhere to all ORR requirements as stated in [ORR Policy Letter 22-11, Immigration-Related Legal Assistance Allowable under ORR ASA Funding](#).

H. Grantee shall adhere to all ORR eligibility requirements as stated in [ORR Policy Letter 22-10, Afghan Populations Eligible for ASA-Funded ORR Services.](#)

- I. Grantee shall adhere to all requirements set forth in *Attachment A – Department of Workforce Services (DWS) Grant Terms and Conditions.*
- J. Grantee shall adhere to all requirements set forth in *Attachment C – Code of Conduct).*
- K. Grantee shall adhere to all requirements set forth in *Attachment D – Non-Disclosure Agreement.*
- L. Grantee shall adhere to all requirements set forth in *Attachment E – Criminal Background Check Requirement for Grantees & Contractors Providing Services to DWS Customers, Minors, Or Vulnerable Adults.*

**V. Data Transmission**

A. DWS and Grantee shall utilize an Excel spreadsheet to collect and track data on eligible individuals receiving legal assistance. Grantee shall comply with all requirements stated in *Attachment F – Data Transmission Attachment for ORR Reporting.* Data is expected to be updated and distributed to the DWS Contract Owner via Secure File Transfer Protocol (SFTP).

- 1. The data will only be sent to the authorized recipients listed below through SFTP.
- 2. DWS shall give Grantee read rights to extract files on an SFTP server.
- 3. DWS will send a file via SFTP server and notify Grantee that the file is ready for the match.
- 4. Grantee will process the match and upload the prepared information back to the SFTP server.

B. DWS and Grantee shall exchange the following data for customers in common via SFTP:

- 1. Demographic Data
  - a. A Number

- b. Immigration status
- c. Name (Last, First)
- d. Date of Birth
- e. Gender
- f. Nationality (Country of Origin)
- g. City
- h. County
- i. ORR eligibility date
- j. Service start date
- k. Service end date (can be blank if service is ongoing as of report submission)

2. Legal Services Information
  - a. Date of first legal service
  - b. Date of last legal service (if services are ongoing as of the end of the reporting period, this field can be left blank)

#### C. Authorized Recipients

1. Authorized recipients from DWS are the:
  - a. Contract Owner. Currently that role is filled by Benjamin Barucija, bbarucija@utah.gov
  - b. Data Specialist. Currently that role is filled by Kiley Foster, kileyfoster@utah.gov
2. Authorized recipients from Grantee are:
  - a. Grantee staff providing services under this Agreement.
  - b. Individuals delegated by Grantee to manage this data correspondence.

## VI. Reporting

- A. Grantee shall submit the following reports by **April 15, 2023**:
  1. Excel spreadsheet containing the data elements listed in this Scope of Work covering all customers served from October 01, 2022 – March 31, 2023.
  2. ORR-6 Schedule A (see *Attachment G – ORR-6 Schedule A*) covering the same time period.

B. Grantee shall submit the following reports by **October 15, 2023**:

1. Excel spreadsheet containing the data elements listed in this Scope of Work covering all customers served from April 01, 2023 – September 30, 2023.
2. ORR-6 Schedule A covering the same time period.

## **VII. Monitoring**

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

## **VIII. Outcomes and Outputs**

- A. **The outcomes and outputs for this contract shall be based on the outcomes and outputs the Grantee lists in *Appendix B – Program Narrative* and upon evaluation and negation from DWS.**

## **IX. Budget and Expense Reimbursement**

- A. Adhere to the DWS approved budget set forth in *Attachment I – Budget Narrative and Itemization Form*.
- B. Grantee shall submit requests for reimbursement of allowable expenses using the reimbursement billing template provided by DWS.
- C. Expense reimbursement is dependent upon timely submission of reports and report extensions will be considered only under extreme circumstances.
- D. Requests for reimbursement must be submitted a minimum of quarterly and no more than monthly.
- E. Processing times for payments are determined by accuracy of invoices, approval by DWS Finance Division, and timely submission of program reports.

- F. Provide back-up documentation until DWS advises that the back-up documentation needs to be kept in house but does not need to be provided with each invoice.
- G. All documentation that supports the expenses being reimbursed need to be kept on site and available upon request from DWS.

## **X. Oversight**

- A. Grantee shall ensure proper administrative and accounting procedures are followed.
- B. Subcontracting is prohibited under this grant.

## **XI. Translation and Language Services**

- A. Interactions requiring DWS interpretation services will be provided, and cost accrued by DWS.
- B. Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80 clarify that no person in the U.S. shall be discriminated under, excluded from, or denied benefits under a program that receives Federal financial assistance based on the grounds of race, color, or national origin. ORR grantees and sub-recipients must comply with Title VI of the Civil Rights Act of 1964 and provide meaningful access of services to Limited English Proficient clients.
- C. Ensure refugees receiving services under this Agreement receive language assistance services so that clients have meaningful access to services.

## **XII. Social Security Numbers**

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

## **ATTACHMENT C** **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 clients treatment plan and is in accordance with written agency policy.

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

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Employee/Volunteer Signature

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Date

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Print Employee/Volunteer Name

[Rev.01/15]

*Fillable form found at <https://jobs.utah.gov/department/rfg/index.html>*

## **ATTACHMENT D**

### **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.

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Signature

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Date

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Print Name

*Fillable Example  
Form found at  
<https://jobs.utah.gov/department/rfg/index.html>*

## **ATTACHMENT E**

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

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
  - 1. The background check policy, which must include:
    - a) type of required background check,
    - b) who is required to be checked,
    - c) frequency, and
    - d) criteria used to determine pass or fail background check.
  - 2. Proof of compliance with such law(s), regulation(s) or requirements.
  - 3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
  - 1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
  - 2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
    - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
  - 1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
  - 2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
    - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
    - b) FBI information can be found at [www.fbi.gov](http://www.fbi.gov) under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
  - 1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
  - 1. Any matters involving a sexual offense.
  - 2. Any matters involving a felony or class "A" misdemeanor drug offense.
  - 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
  - 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
  - 1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
  - 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
  - 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
  - 4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
  - a) provide personal protection;
  - b) provide necessities such as food, shelter, clothing, or medical or other health care;
  - c) obtain services necessary for health, safety, or welfare;
  - d) carry out the activities of daily living;
  - e) manage the adult's own resources; or
  - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.

## **ATTACHMENT F**

### **Data Transmission Agreement for ORR Reporting**

#### **I. Purpose**

The Department of Workforce Services (DWS) and **Organization**, referred here as Grantee, will share data for the purpose of meeting requirements set by the Office of Refugee Resettlement (ORR). DWS provides funding to the Grantee as a recipient of the Immigration-Related Legal Assistance Grant (IRLAG). The services eligible refugees receive are listed under the Allowable Services section of the Scope of Work. The overall purpose of these services is to provide refugees with the tools and resources they need to navigate immigration-related legal requirements under the law.

#### **II. Data Elements**

- A. DWS and Grantee shall utilize an Excel spreadsheet to collect and track data on eligible individuals receiving legal assistance. Data is expected to be updated and distributed to the DWS Contract Owner via Secure File Transfer Protocol (SFTP).
  1. The data will only be sent to the authorized recipients listed below through SFTP.
  2. DWS shall give Grantee read rights to extract files on an SFTP server.
  3. DWS will send a file via SFTP server and notify Grantee that the file is ready for the match.
  4. Grantee will process the match and upload the prepared information back to the SFTP server.
- B. DWS and Grantee shall exchange the following data for customers in common via SFTP:
  1. Demographic Data
    - a) A Number
    - b) Immigration status
    - c) Name (Last, First)
    - d) Date of Birth
    - e) Gender
    - f) Nationality (Country of Origin)
    - g) City
    - h) County
    - i) ORR eligibility date
    - j) Service start date
    - k) Service end date (can be blank if service is ongoing as of report submission)
  2. Legal Services Information
    - a) Date of first legal service
    - b) Date of last legal service (if services are ongoing as of the end of the reporting period, this field can be left blank)

#### **III. Authorized Recipients**

- A. Authorized recipients from DWS are the:

1. Contract Owner. Currently that role is filled by Benjamin Barucija, bbarucija@utah.gov
2. Data Specialist. Currently that role is filled by Kiley Foster, kileyfoster@utah.gov

B. Authorized recipients from Grantee are:

1. Grantee staff providing services under this Agreement.
2. Individuals delegated by Grantee to manage this data correspondence.

IV. Legal Authority

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

- A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."
- B. Utah Administrative Code R986-100-110(4) (b), (c), (g).
- C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Grantee provisions (42 U.S.C. 1306, as amended).
- D. The Office of Refugee Resettlement (ORR) provides [policy letters](#) to agencies handling Refugee Social Services (RSS) funding. These policy letters require data to be collected and reported for proper measuring of expected outcomes. The guidance provided in these policy letters must be adhered to for continuation of federal funding.

V. Data Transmission

The parties shall send all data requests permitted under this agreement to the contacts listed on the agreement and include the **name and contact information for the authorized recipient and the expected date of file transfer.**

- A. The data will be sent only to the authorized recipient through a Secure File Transfer Protocol (SFTP).
- B. DWS shall give authorized users read rights to extract files on a SFTP server.
- C. DWS will send a file via SFTP server and notify the authorized user that the file is ready for the match.
- D. The authorized user(s) will process the match and upload the prepared aggregate information back to the SFTP server, notifying DWS when complete.

During the period of performance, either party may change the authorized recipients who will receive this data by sending the names of new authorized recipients to the other party in writing. These names may be transmitted by email.

VI. Confidentiality and Disclosure

DWS and Grantee both agree not to use or disclose information other than as permitted under Section I above or required by law. DWS and Grantee both acknowledge that §35A-4-312(7) imposes privacy and confidentiality requirements on information. Penalties, including criminal penalties under § 76-8-1301(4) Utah Code annotated, may be imposed for misuse or improper disclosure of such information.

- A. Both DWS and Grantee shall have sufficient safeguards in place to ensure the information obtained is used only for the purposes disclosed.
- B. 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.
- C. The information shall not be stored on any server accessible from the Internet or by unauthorized personnel.
- D. The Grantee shall ensure that all employees that are given access to the data provided under this Agreement review and sign the Department of Workforce Services Non-Disclosure Agreement (see *Attachment D – Non-Disclosure Agreement*).

Grantee hereby provides DWS with written assurance that (1) the records described herein are necessary to the performance of Grantee's duties and functions, (2) that the records described herein will be used for a purpose similar to the purpose for which the information was obtained, and (3) that the use of the records produces a public benefit that is greater than or equal to the individual privacy right that protects the records.

VII. Data Security

- A. Grantee shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Grantee shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.
- B. Data must be stored in the United States and cannot be stored in the cloud.
- C. Grantee shall follow the information security guidelines set forth in the latest version of NIST 800-53.
- D. Grantee shall control access based on need to know. Grantee shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
- E. Grantee shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. Grantee shall secure information in a manner to protect confidential files.

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

1. Grantee will have whole disk encryption on laptops and devices that are used to access the system.
2. Install the most recent OS service pack.
3. Install the most recent OS security updates.
4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.
6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
8. Install and maintain adequate boundary defense. Run and maintain a host based firewall on all devices.
9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
  - a) Enterprise management tools (vs. tools for home use)
  - b) Network vulnerability scanning tools
  - c) Deactivation of unauthorized ports
  - d) Wireless intrusion detection systems (WIDS)
  - e) Disabling peer-to-peer network capability
  - f) Disabling wireless peripheral access, such as Bluetooth
  - g) Disable the ability to connect to public wireless networks and those not authorized by Grantee

O. Maintain, monitor and analyze security audit logs.

P. Maintain controlled use of administrative privileges.

Q. Continually assess vulnerability and remediate.

R. Limit and control network ports, protocols, and services.

S. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.

T. Maintain each other's records only until such time that the records are no longer necessary and at that point, the records will be securely disposed of except for disclosed information possessed by any court. Disposal means return of the information to DWS or destruction of the information. Disposal includes deletion of personal identifiers by DWS in lieu of destruction. The information disclosed must not be retained with personal identifiers for longer than needed to fulfil the purposes of this agreement.

**Attachment G**  
**ORR-6 Schedule A**

**Schedule A: Program Narrative** **ORR-6 OMB Control No. 0970-0036 Expires 02/28/2022**

<b>1. Reporting Period</b>		<b>2. Fiscal Year</b>	
<b>3. State/Grantee</b>		<b>4. Date</b>	

**A. Activities, Accomplishments/New Initiatives and Challenges/ Emerging Issues:** Report any activities, accomplishments and challenges in the administration or implementation of the refugee program, including those related to the AOGP and activities related to refugees' attainment of self-sufficiency and integration. Report by currently funded ORR program (RCA, RMA, Medical Screening, RSS, each RSS set-aside, ASA-funded RSS, each ASA-funded RSS set-aside, or other refugee service program).

<b>1. Program</b>	<b>2. Activities</b>	<b>3. Accomplishments and New Initiatives</b>	<b>4. Challenges and Emerging Issues</b>

**B. Quarterly Consultations:** Provide total number of meetings in the reporting period (whether they are statewide, regional or local, provide general description of stakeholders attending and main issues discussed).

<b>1. Number of consultations in the state during the reporting period</b>	
<b>2. List cities/dates where consultations were held:</b>	
<b>3. General description of stakeholders who attended consultations</b>	
<b>4. Main issues discussed in the consultations</b>	

**C. Performance Measures:** What outcome measures does the state use to measure performance among vendors, such as performance targets, performance improvement measures, etc.? Provide general description of performance measures used by the states for any of the ORR funded programs (RCA, RMA, Medical Screening, RSS, each RSS set-aside, ASA-funded RSS, each ASA-funded RSS set-aside, or other refugee service program).


**D. Monitoring Activities**

<b>1. Agency Name</b>	<b>2. Program</b>	<b>3. Location</b>	<b>4. Date</b>	<b>5. Purpose</b>	<b>6. Corrective Action Identified? (Yes/No)</b>

**E. Corrective Actions:** Discuss the results of follow-up to corrective action plans identified in previous reporting periods.


**F. Optional: Client Success Stories:** If possible, describe success stories of refugees who received service during this reporting period.




**Attachment \_\_\_\_\_: FEDERAL SUBAWARD FUNDING AND  
REPORTING REQUIREMENTS**

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

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

**FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)**

CFDA# and Name: \_\_\_\_\_

Federal Award Identification Number (FAIN): \_\_\_\_\_

Federal Awarding Agency: \_\_\_\_\_

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

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

Agreement number: \_\_\_\_\_

Project name and description: \_\_\_\_\_

Start date of award: _____	End date of award: _____
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Start date of award: \_\_\_\_\_ End date of award: \_\_\_\_\_

Amount of federal funds obligated by this action: \_\_\_\_\_

Total amount of federal funds obligated: \_\_\_\_\_

Total amount of the federal award committed: \_\_\_\_\_

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

Indirect Cost Rate: \_\_\_\_\_

Indirect Cost Rate Base: \_\_\_\_\_

Start date of award: _____	End date of award: _____
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**SUBRECIPIENT INFORMATION**

UEI number: \_\_\_\_\_

Name of Subrecipient: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

Subrecipient principal place of performance (if different from above)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

**Equal Opportunity Employer/Program**

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

**Attachment I**  
**Budget Narrative and Itemization Form**  
**Department of Workforce Services**

**All** planned expenses must be itemized, detailed and described for each line item.

<b>Organization:</b>	
<b>Contract Dates:</b>	November 01, 2022 - October 31, 2023

**Category I - Indirect Expenses:**

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA must be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the base of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I must be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. No expenses should be entered into Category II if choosing the de minimis rate.

<b>Category I Indirect Expenses</b>	<b>NICRA Rate and Base(s) - OR - De Minimis Please state your indirect cost rate</b>	<b>Grant Funds Requested</b>
Indirect Costs		\$ -

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

**Category II - Direct Administrative Expenses:**

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

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

*Fillable form found at  
<https://jobs.utah.gov/department/index.html>*

Utilities (consistent monthly utility charges - gas, water)		\$ -
<b>Total Category I Indirect Expenses and Category II Direct Administrative Expenses</b>		\$ -
<i>The aggregate of total Category I Indirect Expenses and Category II Direct Administrative Expenses cannot exceed 10% of total Program Expenses</i>		
<i>Category III expenses that can be used when calculating the MTDC are Salaries, Benefits, Material &amp; Supplies, Staff Travel &amp; Transportation, Communications, Staff Development &amp; Training, Professional Fees &amp; Contract Services, and Subawards up to the first \$25,000. Equipment CANNOT be used when calculating the MTDC.</i>		
<b>Category III - Direct Program Expenses:</b>		
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)		\$ -
Client Services (e.g. education services, employment & training, legal services, client transportation)		\$ -
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		\$ -
Utilities (consistent monthly utility charges - gas, water)		\$ -
Subawards (e.g. pass-through)		\$ -
<b>Total Category III Program Expenses</b>		\$ -
<b>Total Category I, Category II, and Category III Expenses</b>		\$ -

*https://jobs.utah.gov/department/rfg/index.html*

*Example  
Fillable form found at*

# Attachment J: Evaluation Score Sheet

## Immigration-Related Legal Assistance

Solicitation #23-DWS-S020

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

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

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

**Score will be assigned as follows:**

**0 = Failure, no response**

**1 = Poor, inadequate, fails to meet requirement**

**2 = Fair, only partially responsive**

**3 = Average, meets minimum requirement**

**4 = Above average, exceeds minimum requirement**

**5 = Superior**

**Instructions:** Evaluate how well the applicant responded to the criteria listed below. Scores can range from a low of zero to a high of five (see box). **Applications scoring below 32 points may not be considered.**

<b>Evaluation Criteria</b>	<b>Score (Range 0-5)</b>	<b>Weight</b>	<b>Points (Multiply Score x Weight)</b>	<b>Total Points Possible</b>
<b>NARRATIVE</b>				
<b>1. What services, forms, documents, or activities will the organization provide for immigration-related legal assistance? (Five points possible)</b>				
(Services <b>must</b> be among the allowable services mentioned in the intro of this grant). This question is simply asking for a list of service(s), not an explanation of the services being provided. The length of the list does not matter; what matters is that the services listed are among the allowable services mentioned in the intro of the grant.		X1		<b>5 points possible</b>
<b>2. What experience does the organization have providing these services? (Ten points possible)</b>				
Experience will be used to determine which organization is most prepared to provide these services. To receive full points, the organization must demonstrate that it has enough experience to provide these services with no need for potential training or instruction.		X2		<b>10 points possible</b>
<b>3. Provide a detailed description of the program. (Ten points possible)</b>				
Description should be thorough. This question should include answers to the following to receive full points: a. How will these services be provided? b. What is the organization's plan to provide services in the most effective and efficient manner?		X2		<b>10 points possible</b>
<b>4. What experience does the organization have serving the eligible population for this grant? (Five points possible)</b>				
Organization must have served eligible Afghans to receive full points.		X1		<b>5 points possible</b>
<b>5. How will the organization manage the great capacity and need for these services? (Ten points possible)</b>				
The answer to this question should be thorough and provide confidence that the organization has sufficient staffing and resources needed to be awarded for this grant.		X2		<b>10 points possible</b>
<b>6. Program Goals (Five points possible)</b>				
Goals should be SMART; Specific, Measurable, Attainable, Relevant, and Timely.		X1		<b>5 points possible</b>
<b>7. Program Outputs (Five points possible)</b>				
Program outputs should be specific and should provide a number of services provided. A plan to track or record output data must be outlined to receive full points.		X1		<b>5 points possible</b>
<b>8. Program Outcomes (Five points possible)</b>				
Program outcomes should show a clear measure of success AND a clear measure for tracking that success.		X1		<b>5 points possible</b>

**BUDGET****9. BUDGET NARRATIVE AND ITEMIZATION FORM: (Five points possible)**

Budget appears to be well thought out and thorough. Costs are detailed and appropriate to the program. The budget should support the services outline in the grant application.

X1

**5 points possible****GRAND TOTAL EVALUATION POINTS**

-

**Total****/60****60 points possible****Evaluator Notes and Comments:**