

Refugee Capacity Building Organizations (RCBO) Grant



UTAH DEPARTMENT OF
**WORKFORCE
SERVICES**
REFUGEE SERVICES

April 01, 2024



UTAH DEPARTMENT OF
**WORKFORCE
SERVICES**
REFUGEE SERVICES

- **Gachi Guet, Contract Owner**
- **Kevin Augustin, Contract Analyst**
- **Desirae Christiansen, Fiscal Grant Manager**
- **Kim Carter, Contracts Supervisor**
- **Kiley Foster, Refugee Data Specialist**

Pending Addendum Items (*Changes to come*)

- Organizations that have received \$20,000 or more from DWS since October 01, 2023 are ineligible for this grant.
- Final Addendum posted April 15th, 2024.
- Priority point for early submission: April 17th, 2024
- Charitable Permit required for ALL levels (Level III applicants must also include a 501(c)(3)).
- Changes in funding distribution.
- Disclose other state funding.
- Grant award decision in June 2024.

Grant History & Purpose

- The RCBO grant was developed in 2010 with the goal of enabling the development, organization, and integration of Utah's refugee population.

Who May Apply?

- The organization must be a refugee-led organization whose primary focus is to serve the Cache, Weber, Salt Lake, Davis, and Utah county refugee communities.
- More than half (51%) of the Board of Directors of the refugee-led organization must be comprised of refugees or former refugees.

Who May Apply? Continued...

- The organization must be a non-profit organization with an active charitable permit by the start date of the Agreement. Level III organizations must also have 501(c)(3) status to be awarded.
- The organization must be registered through the State of Utah Department of Commerce, Division of Corporations and Commercial Code.
- Organizations that have received \$20,000 or more from the Department of Workforce Services (DWS) since October 01, 2023 are excluded from this grant.

Who May Apply? Continued

For more information on minimum requirements to apply, please reference the RCBO Packet found here:

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

Why Fund Communities Directly?

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- 1. To provide funding to small, refugee-led organizations that often don't qualify for other funding sources due to lower English levels or lack of grant management experience.
 - 2. To generate bottom-up social innovation, allowing refugees to find solutions to their communities' specific problems.
 - 3. To extend the reach of the Refugee Services Office (RSO) to individuals and communities that generally don't engage in our general programming or case management services.

Grant Application Timeline

- April 01, 2024, 6:00PM MT: RCBO Information Meeting (Virtual via Zoom)

- **April 05, 2024 5:00PM MT: Letter of Intent Due (Recommended)**
- April 10, 2024, 5:00PM MT: Questions Submission Deadline (use form)
- April 15, 2024, 5:00PM MT: Addendum Posted
- April 17, 2024, 5:00PM MT: Early Submission Priority Points Awarded
- **April 20, 2024, 5:00PM MT: Application Submission Deadline**
- June 2024: Anticipated Grant Award Date
- July 1, 2024: Contract Start Date

Grant Levels

- Organizations may apply to provide services in one of three levels:

Level I

- **Level I:** This level is intended for new organizations, organizations with minimal structure, or organizations that want to apply for only one program. Organizations may only be awarded Level I program services for a maximum of six years.
- Funding: Up to \$7,500 in total funding (per year).

Level II

- **Level II:** This level is intended for organizations with a history of meeting performance standards for prior Level I RCBO grants, or organizations that have been determined eligible for Level II by DWS. Program services must be provided from two program categories. Organizations may only be awarded for Level II program services for a maximum of six years.
- Funding: Up to \$15,000 in total funding (per year).

Level III

- **Level III:** This level requires an existing 501(c)(3). It is intended for organizations with a history of meeting performance standards for prior Level II RCBO grants, or organizations that have been determined eligible for Level III RCBO grants by DWS. Programs must be provided for two or three program categories. Organizations may only be awarded for Level III program services for a maximum of six years.
- Funding: Up to \$30,000 in total funding (per year).

Program Categories

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

Additional Services

- Recreational Activities (*Sports, Dance, Yoga*)
- Home Visits
- Cultural Preservation
- Board Development
- Cultural and Community Events
- Community Organizing and Engagement

Expected Measurements and Outcomes

- Programs must track data to demonstrate outcomes and outputs of funded services.
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- Expected outcomes and outputs will fall into the following categories:
 - Organizational Capacity
 - Education and Skills
 - Integration
 - Additional outcomes, goals, and baseline data may be added to the Grant, based on applications and negotiated services. Outcomes and outputs must be tracked using Google Sheets, as provided by DWS.

How to Apply

- Applicant must use the forms found at <https://jobs.utah.gov/department/rfg/rcbo/index.html> to submit an application.

- On the “Application” tab, you will find the necessary links to apply for the grant.
- You will apply for the grant by completing and submitting Appendix A – Grant Application Cover Page with the required attachments.
- Appendix B, C, D, and E are created as savable documents. These appendices MUST be downloaded, completed, and attached to Appendix A.

How to Apply (Demo)

The screenshot shows the homepage of the Utah Department of Workforce Services. The browser's address bar displays jobs.utah.gov. The website header includes the Utah logo, the text "DEPARTMENT OF WORKFORCE SERVICES", and a navigation menu with links for Home, About, Divisions, Partners, and Sign in. A secondary navigation menu below features Job Seekers, Employers, Assistance, and Economic Data, along with a search icon. The main content area features a large image of a smiling woman at a computer. Below the image, the text reads "YOUR NEXT STEP" and "We offer services to help you support your family, find your next job opportunity or grow your business. Start here." At the bottom, a dark blue banner contains three icons and their corresponding labels: "Find a Job" (with a smartphone icon), "Manage Your Business" (with a speech bubble icon), and "Apply for Assistance" (with a tablet icon).

jobs.utah.gov

utah Services

DEPARTMENT OF WORKFORCE SERVICES

Home About Divisions Partners Sign in

Job Seekers Employers Assistance Economic Data

YOUR NEXT STEP

We offer services to help you support your family, find your next job opportunity or grow your business. Start here.

Find a Job

Manage Your Business

Apply for Assistance

How to Apply (Demo)

About the Department

Utah became the first state in the nation to consolidate employment and public assistance programs by creating Utah Department of Workforce Services in 1997. Today, more than 2,200 Workforce Services employees assist individuals in preparing for and finding jobs, meeting workforce needs of Utah businesses, administering temporary assistance, and providing economic data and analysis.

Through a collaborative approach, the department has served millions of Utahns and has become a leader on several statewide initiatives. These include intergenerational poverty, homelessness, affordable housing, supporting refugees, helping rural communities, serving veterans and individuals with disabilities, and getting Utahns trained and back to work.



Our Leadership

Meet the Executive Director's Office and our division leadership.

[Learn More](#)



Mission and Priorities

Learn how we strengthen Utah's communities by supporting our workforce.

[Learn More](#)



Contact Us

Contact our specific programs or reach out to our general contact for help.

[Learn More](#)



Plans and Reports

Browse our state plans and annual reports.

[Learn More](#)



Grant Opportunities

Learn about our grant opportunities available and how to apply.

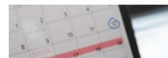
[Learn More](#)



Public Notices

View our latest public notices regarding our programs and services.

[Learn More](#)



How to Apply (Demo)



[Home](#) [About](#) [Divisions](#) [Partners](#) [Sign in](#)

[Job Seekers](#) [Employers](#) [Assistance](#) [Economic Data](#) [Q](#)

- Leadership
- Mission and Priorities
- Events
- Grant Opportunities
 - Overview
 - Child Care Grants
 - Employment Grants
 - Housing and Homelessness Grants
 - Refugee Grants**
 - TANF Grants
- Public Notices
- Plans and Reports
- History
- Press
- Contact

Refugee Grants

Title	Description	Category	Application Deadline
Refugee Capacity Building Organizations (RCBO)	The Department of Workforce Services (DWS) will fund a two-year grant to Refugee Capacity Building Organizations (RCBOs) to assist refugee communities.	State of Utah General Funds	April 20, 2024 by 5:00pm Mountain Time (MT)

SUBMISSION CHECKLISTS

Pre-Application Checklist

<input type="checkbox"/>	Employer Identification Number (EIN)
<input type="checkbox"/>	Vendor Number
<input type="checkbox"/>	Letter of Intent, due at the date and time specified on the cover page

Application Checklist

<input type="checkbox"/>	Appendix A – Grant Application Cover Page
<input type="checkbox"/>	Appendix B – Program Narrative
<input type="checkbox"/>	Appendix C – Budget Narrative
<input type="checkbox"/>	Appendix D – List of RCBO Program Supporters
<input type="checkbox"/>	Appendix E – Board of Directors
<input type="checkbox"/>	Charitable Permit – Levels I, II, & III
<input type="checkbox"/>	501(c)(3) Letter – Level III
<input type="checkbox"/>	Form W-9 Request for Taxpayer Identification Number Certification (For organizations not using a social security number for the organization)

Budget

- Total Administrative costs (direct and indirect) must not exceed 10% of the total budget.
- Total costs for food must not exceed 5% of the total budget.
- Total costs for program incentives, while not required to be included, must not exceed 10% of the total budget.

Budget Continued...

- This is a two-year grant (July 1, 2024 – June 30, 2026).
- Funding will be distributed during the grant period in allotments, with the final payment as a reimbursement.
- Sales tax is not reimbursable by DWS, but reimbursement for sales tax can be obtained through the Utah State Tax Commission.

Evaluation and Award

Resource I RCBO Evaluation Score Sheet

Score will be assigned as follows:

Date: _____

Level #: _____

Application #: _____

Evaluator #: _____



0 = Failure, no response.

1 = Poor, inadequate, or incomplete response.

2 = Answers question but fails to expound when necessary.

3 = Meets minimum criteria and provides some detail but lacks depth.

4 = Answers are well thought out and well written while providing a clear response to the question.

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

Instructions: Evaluate how well the applicant responded to the criteria listed below. Scores range from a low of zero to a high of five points. The maximum points possible for this application is 110. Application levels have different scoring thresholds for level I, level II, and level III funding. Applications scoring below 55, 65, and 75 points respectively may not be considered.

Evaluation Criteria	Score (Range 0-5)	Weight	Points (Multiply Score x Weight)	Total Points Possible
PROGRAM NARRATIVE				
COMMUNITY NEED: (15 points possible)				
1. What is the need within the community? How does the organization know this is a need? How does this need impact families/individuals in the community? How many people are affected? <i>- The application clearly describes a real need within the community and demonstrates the organization's knowledge of the need. The need clearly impacts families/individuals in a significant way.</i>		X2		10 points possible
2. Are other organizations already addressing this need? If so, why is the organization's program necessary? If the organization has addressed this need in the past, why is the program still necessary? <i>- The application clearly justifies the need for the organization's specific program(s). The organization provides clear reasoning as to why the program is necessary.</i>		X1		5 points possible

TARGET POPULATION: (15 points possible)				
3. What is the target population? (e.g. 12-18 year olds in the Burundi community, Swahili-speaking single parents; senior refugees in South Salt Lake). Be sure to state the country of origin of the target population.		X1		5 points possible
4. How has the organization worked with this target population in the past? For how long? <i>- The organization shows meaningful experience working with the target population.</i>		X1		5 points possible
5. How does the organization plan on recruiting the target population? How will the organization ensure the target population continually participates in the program(s)? <i>- The organization's recruiting plan is well thought out and gives the reader confidence that the target population will continually participate in the program(s) provided.</i>		X1		5 points possible
PROGRAM DESCRIPTION: (40 points possible)				
6. Describe the program(s). Describe how the provided service(s) will address the need. <i>- The description of the program service(s) is detailed, persuasive, and likely to make an impact.</i>		X2		10 points possible
7. How will the service(s) be delivered (e.g. workshops, one-on-one appointments, case management)? How often will the service(s) be delivered? <i>- The description shows that the program(s) will operate in an organized and efficient manner. The reader gets a clear understanding of the timeline for delivered services.</i>		X2		10 points possible
8. What challenges might the organization face while implementing the program(s)? (e.g. transportation, language, technology, childcare, recruitment). How does the organization plan on overcoming each of these challenges? <i>- The organization has demonstrated that they have thoroughly thought out potential challenges that could hinder the implementation of their program(s) and have a robust plan on overcoming each potential challenge.</i>		X2		10 points possible
9. What resources and partnerships does the organization plan to use to support this program? How will these resources and partnerships support this program? <i>- The organization has listed relevant resources and partnerships that will meaningfully support the program(s).</i>		X2		10 points possible
GOALS AND OUTCOMES: (10 points possible)				
10. Program Goals and Outcomes – List the topics that the program(s) will cover. What will the organization accomplish? Based off the program topics, what result(s) will indicate the organization has accomplished its goal(s)? <i>- The organization portrays SMART goals: Specific, Measurable, Attainable, Relevant, and Timely.</i>		X2		10 points possible
11. Were all prompts in the narrative answered?	Yes/No	X2		2 points possible

Priority Points

- Three points to “early bird” applications. Early bird applications are all applications that are submitted in their entirety by April 17, 2024 at 5:00pm MT.
- Five points to organizations with board members represented from countries not served by other organizations applying for this grant.

Scope of Work

- Grant Meetings
 - Grant Orientation Meetings
 - Meetings focused on the Organizational Capacity Assessment Tool (OCAT)
 - Four monitoring meetings
 - Up to six group trainings
 - RSO refugee leaders dialogue quarterly meetings (recommended)

Scope of Work

- Reporting
 - Utilize Google Sheet to enter outcome data
 - Update ledger, attendance, and all applicable tabs in the Google Tracker **within seven days** of the transaction or the event.

Scope of Work

- Expectations
 - RSO is here to support, not do the work for the organization.
 - This is a capacity building grant – We will help you learn how to be independent.
 - The level of RSO support will depend on the organizations funding level.

Criminal Background Check Requirement

- Board members
- Paid Staff
- Volunteers with access to confidential information

Terms & Conditions

Department of Workforce Services (DWS)

Grant Terms and Conditions

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.

Inform DWS
of conflicts.

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.

Grantee is liable for
its own entities
actions



Alterations or changes will need to go through the approval process on both sides.

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.

Don't conduct human subject research (according to 45 CFR part 46).

DWS has the right to perform monitoring. Work with the contract owner to determine how and when the monitoring will be performed.

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.

Standard
contract
termination.

Renewal is solely at the discretion of DWS.

- 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

Suspension of agreement will be notified by written notification prior to suspension.

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.

The organization is responsible to act in accordance with state and federal laws.

If the organization needs the Equal Opportunity poster to display, contact your contract owner.



DEPARTMENT OF
**WORKFORCE
SERVICES**

Equal Opportunity is the Law

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.
- The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
- Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either the recipient's Equal Opportunity Officer or the person whom the recipient has designated for this purpose:

Casey Cameron, Equal Opportunity Officer
Utah Department of Workforce Services
P.O. Box 45249 • Salt Lake City, UT 84145-0249
1-844-795-1697 or 801-526-9445
State Relay 711 or Spanish Relay 1-888-346-3162
eo@utah.gov

OR

Director, Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington, DC 20210 • or electronically as
directed on the CRC website at www.dol.gov/crc

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Any work done on State (DWS) premises must abide by DWS rules, regulations, and policies.

This document is to protect parties, and needs to be signed and filed by contractually involved individuals.

PROTECT INFORMATION And maintain all pertinent records.

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

The organization must post any job openings within the organization on the DWS website for the term of the agreement.

A system to present grievances needs to be provided by the organization.

Required to maintain insurance throughout the duration of the contract.

- 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.
40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of

Comply with all pertinent laws regarding financial reporting.

Required to maintain insurance throughout the duration of the contract.

- 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.
40. **BILLINGS AND PAYMENTS:** Payments to GRANTEE will be made by DWS upon receipt of

Comply with all pertinent laws regarding financial reporting.

Changes in budget or adjustments must be authorized by DWS. Transfer of funding from category III to I or II is not permitted.

- 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

Admin expenses will be reimbursed according to the budget terms. Provide the NICRA if the organization has one.

Questions?

Contract Owner: Gachi Guet

gguet@utah.gov

Contract Analyst: Kevin Augustin

kaugustin@utah.gov