

# TALENT READY

UTAH

## BUILDING OUR WORKFORCE

STATE OF UTAH  
DEPARTMENT OF WORKFORCE SERVICES  
REQUEST FOR GRANT APPLICATIONS (RFGA)

### TALENT READY UTAH GRANT FISCAL YEAR 2020

*Funding Available  
for  
Public Post-Secondary Educational Institutions, Industry Trade Associations  
OR Public School Districts, Individual Schools, Charter Schools*

**Applications Due: April 26, 2019 at 5:00 PM**

Applications must be submitted by email to [dws\\_trugrants@utah.gov](mailto:dws_trugrants@utah.gov)

Questions requesting clarification or interpretation of any section of this RFGA should be directed to [dws\\_trugrants@utah.gov](mailto:dws_trugrants@utah.gov). The last day questions will be accepted is Friday, April 12, 2019. Questions and answers will be posted on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view. Final questions will be posted by Friday, April 19, 2019.

Awardees will be expected to abide by DWS terms and conditions (T&Cs).

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ATTACHMENTS POSTED ON WEBSITE

- Attachment A - Department of Workforce Services Grant Terms and Conditions
- Attachment B - Budget Template
- Attachment C - Outcome Tracking Template
- Attachment D - Code of Conduct
- Attachment E – Background Check

## GENERAL INFORMATION

### INTRODUCTION

Talent Ready Utah is a collaborative partnership between:

- The Department of Workforce Services (DWS)
- The Governor's Office of Economic Development (GOED)
- The Utah System of Higher Education (USHE)
- The Utah System of Technical Colleges (UTECH)
- The Utah State Board of Education (USBE)
- Industry Members and
- The Governor's Office

This Grant will provide funding to:

- Public post-secondary educational institutions to develop, implement, or enhance educational programs responsive to regional and statewide industry needs to include career pathways, apprenticeships and stackable credentials in high-growth, high-wage and STEM industries.
- Industry Trade Associations located in Utah serving high-growth, high-wage industries and occupations or regional economic need (**partnered with a public post-secondary educational institution**).
- Public school districts, individual schools, or charter schools to develop, implement, or enhance career pathway programs and connect them to post-secondary institutions. Funding may also be used to develop, implement, or enhance STEM programs or STEM activities in the classroom. This may include Career and Technical Education (CTE) programs and Work-Based Learning (WBL) activities.

Specifically, Talent Ready Utah Grants have been created to address the following four opportunities and concerns:

Goal #1 - Increase economic cluster connectivity and educational alignment

Goal #2 - Respond to industry-identified skill gaps

Goal #3 - Enhance the role of regional institutions in economic development

Goal #4 - Promote regional stewardship of grantees' contributions to workforce development

## OVERVIEW

Talent Ready Utah Grants have been designed to strengthen collaboration between industry, education, and economic development in order to better respond to the needs of regional and statewide high-growth, high-wage, and STEM occupations and industries. Talent Ready Utah has been a successful model for industry collaboration and has demonstrated success in developing new educational programs supporting industry growth.

The overarching goals for projects funded are to:

1. Increase the number of individuals who earn industry-recognized credentials enabling them to compete for employment in high-wage, in-demand, and emerging industries and occupations;
2. Develop career pathways with multiple entry and exit points for students along the post-secondary education continuum; and
3. Create systemic change that will last beyond the grant period by establishing partnerships, agreements, processes, and programs that better connect education, training, workforce, and employers to meet industry needs within the regional economy.

High-growth occupations and industries are those that:

1. Are projected to add substantial numbers of new jobs to the economy;
2. Are being transformed by technology and innovation requiring new skill sets for workers;
3. Are new and emerging businesses projected to grow; or
4. Have a significant impact on the economy overall or on the growth of other industries and occupations.

Preference will be given to applicants who form a consortium of two or more eligible applicants working together to develop programs that will impact individuals across a region, the state, industry sector or cluster of related industries, and leverage their collective experience to expand and improve their ability to deliver education and career training programs. This may include developing and sharing courses that are available at a reasonable cost, offered during the day, at night, on weekends, and online. It may also include providing more workers with industry-recognized credentials that meet the needs of more employers in local or regional growth industries for skilled workers in the communities represented by the consortium. Talent Ready Utah is particularly interested in consortium applications working with multiple employers within an industry or related industries.

## PERIOD OF PERFORMANCE

The period of performance will begin with the date the project is approved by the Talent Ready Utah Executive Board and will end **June 30, 2020**.

## FUNDING

Total funding allocated for this Grant is \$1,000,000. Funding limits are set by the Talent Ready Utah Executive Board. As a general guideline, **Consortium** projects may be funded up to a maximum amount of \$250,000 per consortium, **Individual** applicant projects may be funded up to a maximum amount of \$100,000 per individual and **K-8** projects may be funded up to a maximum amount of \$50,000 per K-8 project. Funding will be distributed on a reimbursement basis, with outcomes being reported by the grantee on a quarterly basis. Grant monies awarded are state funds and are not subject to Federal OMB Circular regulations. The funding source for these grant projects primarily comes from the Job Growth Fund. **For projects awarded, all funds must be expended and purchases received by no later than June 30, 2020. Final invoices will be due no later than July 13, 2020.**

## CONTRACTING AND MONITORING

DWS will be responsible for contract development, oversight, and monitoring for approved applications. DWS will monitor grantees to verify contractual compliance, program outcomes and financial expenditures.

## ALLOWABLE ACTIVITIES AND EXPENDITURES

**Grantees are encouraged to implement more than one allowable activity as explained below.**

- Development, enhancement, and implementation of career pathway programs that culminate in certificates and applied degrees
- Developing and implementing Registered or Industry Recognized Apprenticeship and pre-apprenticeship programs or collaboration with existing programs
- Developing and/or delivering new curricula
- Developing and implementing articulation agreements with universities and other educational partners
- Designing contextualized learning, distance learning, and internship programs
- Incorporating STEM skills into education/training activities
- Accrediting employer and/or industry-recognized credentials<sup>1</sup>

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<sup>1</sup> Definition of Credential:

A credential is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. A variety of different public and private entities issue credentials. Below is a list of types of organizations and institutions that award industry-recognized credentials:

- o A State educational agency that administers vocational and technical education within a state.
- o An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by title IV of that Act, and all other institutions of higher education that are eligible to participate in Federal student financial aid programs (this includes USHE and USTC institutions).
- o A recognized industry association or organization representing a sizeable portion of the industry sector for the program being offered. (<http://wdr.doleta.gov/directives/attach/TEGL15-10a2.pdf>)

- Designing interim and stackable credentials to accelerate and increase credential attainment or adjusting curricula into shorter pieces linked to both specific occupations and a post-secondary degree (this may also be known as “chunking”/modules)
- Developing adequate numbers of qualified instructors through train-the-trainer or other professional development activities
- Teacher stipends to support program/curriculum and professional development or internships
- Performing other appropriate program development activities, such as using subject matter experts from industry, education, and other areas to assist in curriculum design
- Purchasing classroom supplies and equipment (any single component more than \$5,000 with the useful life of longer than one year) and/or educational technologies that will contribute to the instructional purpose in education and training courses supported by the grant
- Implementing and/or enhancing the information technology infrastructure used to provide education and training and related activities
- Altering or renovating facilities used for education and training or related activities needed to expand the capacity of a program
- Activities to expand or improve entrepreneurship training if those activities provide training, preparing participants for employment with an employer, such as with a consulting firm, start-up, or other business. For example, applicants could propose activities related to either “generalized” entrepreneurship training as a complement to skills-based credentials or “customized” entrepreneurship training designed for specific career pathways.
- Work Experience and Internships as a component of a program being developed or expanded. Work experience and internships are planned, structured learning experiences in a workplace setting for a limited period of time and may be paid or unpaid. Labor standards apply to any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists.
  - For a work experience or internship supporting training, applicants must describe how the work experience or internship is connected to and supports the education and training activities included in the grant. Grantees have flexibility in the design and implementation of work experience and internships, however they must meet the following parameters:
    - Provide an individual with monitored or supervised work or service experience in his or her expected career field where the individual has prescribed learning goals and reflects actively on what he or she is learning throughout the experience. These learning goals can include academic

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o Certificates awarded by workforce investment boards (WIBs) are not included in this definition, nor are work readiness certificates because neither of them document “measurable technical or occupational skills necessary to gain employment or advance within an occupation.”

learning, career development, and skill development, or the attainment of credentials in the individual's expected career field

- Are part of structured programs where the Grantee established the criteria for determining who will participate in these programs
  - Are for a set period of time
  - Relate to training provided through the grant, and help participants prepare for the employment opportunities on which the grant focuses
  - May or may not carry an offer of regular employment upon successful completion of the internship
- Enhance career development and Work-based Learning (WBL) activities: apprenticeships, career fairs, camps, competitions, work experiences, field trips, guest speakers, job shadows, school-based enterprises, student internships
  - Career Development Coordinators may be funded to share program information with teachers and counselors and to identify students to enter into career pathway programs

#### ADDITIONAL RESOURCES FOR INFORMATION

**Talent Ready Utah**

<http://talentreadyutah.com/>

**Department of Workforce Services Economic Data:**

<https://jobs.utah.gov/wi/data/index.html>

**Industry Competency Models and Career Clusters**

<http://www.careeronestop.org/CompetencyModel>



## APPLICATION & AWARD PROCESSES

### TIMELINE

- **RFGA Release:** March 25, 2019
- **Roll Out Meeting:** Tuesday, March 26, 2019, 9:30 AM at the Utah State Capitol in the Rotunda
- **Pre-Proposal Orientation:**
  - Tuesday, March 26, 2019, 11:00 AM – Utah State Capitol Board Room
- **Last Day for Questions:** Friday, April 12, 2019, at 5:00 PM. Questions and answers will be published by April 20, 2018 on the DWS website <http://jobs.utah.gov/edo/rfp.html>.
- **Applications Due: April 26, 2019, 5:00 PM.** Applications must be submitted in PDF format via email to the following email address: [dws\\_trugrants@utah.gov](mailto:dws_trugrants@utah.gov). Applications received after the deadline will not be considered.
- **Presentation Dates: May 14 & 15, 2019.** Selected applicants **MUST** be available for presentations.
- **Award Notification:** mid-June 2019
- **Grant Agreement Development:** beginning July 1, 2019
- **Grant Agreements Terminate:** June 30, 2020

### QUESTIONS

Questions requesting clarification or interpretation of any section of this RFGA should be directed to [dws\\_trugrants@utah.gov](mailto:dws_trugrants@utah.gov) on or before Friday, April 12, 2019. Questions and answers will be posted by April 19, 2019, on the DWS website at <http://jobs.utah.gov/edo/rfp.html> for all prospective applicants to view.

### PRESENTATIONS

Applicants approved for the second phase of the selection process (see Evaluation and Award, below) are required to make a presentation to the Grant Evaluation Team. **Presentations are scheduled for Tuesday, May 14 and Wednesday, May 15, 2019.**

### FORMATTING

Proposals must be formatted with Calibri 12 point font, 8.5 x 11 inch pages with one-inch margins. Page limits for the Abstract and Technical Proposal Narrative are specified below.

**Pages and materials submitted beyond the page limits will be discarded and will not be reviewed.**

## APPLICATION COMPONENTS

***Proposals must include the following:***

**1. Abstract – Not to exceed two pages, single-spaced, single sided**

The applicant must provide an abstract, which must not exceed two single-spaced, single sided pages and must include the following information: (1) applicant name; (2) **applicant type** - Public post-secondary, Industry Trade Association, OR Public School Districts, Individual Schools, Charter Schools; (3) project title; (4) funding level requested; (5) summary of the proposed project to include targeted industry(ies) and occupations; (6) identification of the county(ies) to be served; (7) key partners to include public education and post-secondary institution(s); and (8) projected outcomes. Pages and materials submitted beyond the 2 page limit will be discarded and will not be reviewed.

**2. Technical Proposal Narrative – Not to exceed 10 pages, single-spaced, single sided**

The Technical Proposal must demonstrate the applicant's capability to implement the grant project in accordance with the provisions of this RFGA. The Technical Proposal is limited to 10 single-spaced, single-sided 8.5 x 11 inch pages, Calibri 12 point font and one-inch margins. Applicants should number the Technical Proposal beginning with page number 1. Pages and materials submitted beyond the 10 page limit will be discarded and will not be reviewed.

**3. Letters of Commitment**

Provide letters of commitment signed by the required partners, outlining the roles, responsibilities, and level of commitment of the partners as identified in the program design section of the technical narrative. Electronic signatures are permissible. Letters of commitment do not count toward page limits. ***Letters of support and form letters are not acceptable. Letters of commitment for consortium members whose responsibilities are outlined in the agreement are not required.***

**4. Grant Contact and Signature Sheets**

Submit the appropriate contact information and signature sheets (see attachments), based on the lead applicant: 1) Public Post-Secondary Educational Institutions or Industry Trade Associations or 2) Public School Districts, Individual Schools and Charter Schools

## EVALUATION & AWARD

Upon submittal of completed proposal, the following will occur:

- The Talent Ready Utah Grant Review Team will review and score proposals based on the rubric provided. Applicants may be requested to make a presentation.
- Once presentations are completed, the Talent Ready Utah Evaluation Committee will rank proposals based on the following: Consensus Application Review Score; past Talent Ready Utah project history and grant compliance; Talent Ready Utah priorities; geographical location; community needs; and diversity of projects proposed.
- Final approval will be made by DWS in partnership with Talent Ready Utah.
- Grant proposals may be approved, approved with conditions, or denied.
- DWS reserves the right to award grant funds equal to, more than or less than, the requested amounts based on funding availability.

Proposals will be scored based on the following criteria:

- Program Design – 40 points
- Deliverables/Outcomes – 30 points
- Matching Funds – 10 points
- Budget – 10 points
- Timeline – 10 points
- Letters of Commitment – Included in Program Design Score must outline the roles, responsibilities, and level of commitment of the partners to be considered for the Grant
- Consortium Agreement – 15 bonus points possible

Applicants selected for an award will receive notification of conditional award. An award is conditional upon successful negotiation of the grant agreement. The selected applicant(s) will be required to submit all required documents stated in the letter of conditional award. Those documents may include:

- Copy of business license or articles of incorporation showing company officers; and
- Certificate of Insurance showing insurance requirements set forth in the Terms and Conditions (see attached).

## INSTRUCTIONS FOR TECHNICAL PROPOSAL NARRATIVE

### *PLEASE IDENTIFY APPLICANT TYPE*

- **Public Post-Secondary Educational Institutions located in the State of Utah** must work with the institutional president to identify sector/program priorities prior to application. The Utah System of Higher Education (USHE) or Utah System of Technical Colleges (UTECH) president will

approve project applications based on regional needs/priorities and identify the lead department or individual application submitter.

- **Industry Trade Associations located in the state of Utah must** work with a public post-secondary educational institution to support the identified industry sector(s) workforce development needs. Industry Trade Associations **must** consult state, regional, or local economic development agencies to understand the economic needs and the activities currently being performed to generate and retain existing jobs and stimulate economic growth.
- **Public School Districts, individual schools, or charter schools located in the State of Utah must** work with the superintendent of the district (in the case of a district), or a principal (in the case of an individual school or charter school), to identify sector/program priorities prior to application. The superintendent (in the case of a district), or the principal (in the case of an individual school or charter school), will approve project applications based on regional needs/priorities and identify the lead department or individual application submitter.
- Proposals for programs may:
  - a. prepare students for industry-recognized certificates in high-demand, high-wage occupations; these certificates must lead to higher earnings, greater mobility, and enhanced job security; program must be embedded into the requirements of an academic certificate or degree program; and/or
  - b. prepare students for rigorous academic certificates or degrees in career-focused, high demand, high-wage occupations leading to higher earnings, greater mobility, and enhanced job security;
  - c. prepare students for or expose students to STEM occupations, CTE, WBL or add STEM activities to existing programs/curriculum;
  - d. develop career pathways and articulation agreements to support the pathways; career pathway expansion or development into high-growth, high-wage and STEM industries. Proposals must include:
    1. industry-driven partnership;
    2. high school component;
    3. adult learner component;
    4. work-based learning opportunity;
    5. accelerated learning where possible; and
    6. industry-recognized certification when available.

Note: career pathway models may also include: 1) pipeline development in lower grades to support outreach, marketing, and sustainability of secondary and post-secondary programs; 2) other needs as identified to meet industry demand/create student capacity (e.g. teacher certifications, or other industry needs.)

- Proposal must describe the geographic region served by the school(s)/institution(s).

- Proposal must identify grade level(s) to be served.
- Projects that have a regional emphasis and include a consortium agreement will be given preference and have bonus points awarded.
- To maximize the employment prospects for program participants, successful applicants must align their career pathway programs with the skill needs of industries important to the local labor market, which may include industry clusters with a regional concentration of businesses linked by common workforce needs. Applicants **must** consult with employers to determine the skill requirements for employment or career progression within in-demand occupations. Employers also play a critical role in providing work-based learning activities and hiring program participants.
- Talent Ready Utah particularly encourages partnerships that include multiple employers in an industry or related industries, which is a concentration of interconnected businesses, suppliers, research and development, service providers, and associated institutions in a particular field commonly linked by workforce needs. Working with multiple businesses helps ensure that workforce development programs prepare workers for a range of employer needs in the target industry, making participants more employable, and giving businesses a stronger employee pool.

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#### I. PROGRAM DESIGN (40 POINTS)

**Each proposal must clearly define the following:**

1. **Industry Need** - Identify the high-growth industries or occupation(s) on which the project will focus, and fully describe the current and future projected employment opportunities within the state, region, or local area to be served, as well as the education and skills required for workers to meet the employment demand. Describe the general economic conditions of the geographic region served by the district(s) or school(s). Points will be awarded for economically depressed areas, and/or areas where the unemployment rate is higher than the State of Utah unemployment rate. Points will also be awarded for schools whose students have significant economic challenges.
  - a. Cite evidence the industry(ies) and/or occupation(s) is high-growth according to one or more of the following factors: 1) projected to add substantial numbers of new jobs to the economy; 2) are being transformed by technology and innovation requiring new skill sets for workers; 3) are new and emerging businesses projected to grow; or 4) have a significant impact on the economy overall or on the growth of other industries and occupations.
  - b. Describe the skills and/or credentials necessary for entry into or retention in the industry/occupation. Explain the education and workforce development activities required to attain the competencies and degrees/credentials required for the targeted high-growth industry or occupations.
  - c. Identify the average, current wages offered in the industry and/or occupation, based on national, state, or local data.

- d. Describe the current and future workforce needed by the required employer(s) and/or industry(ies).
  - e. Include relevant data describing the skill gaps of available workforce. Describe the need for new or enhanced training programs available to the workforce, including a description of the current and future projected demand for employment. Explain how the demand coincides with the proposed program. Applicants should cite the source of the current and projected demand, such as from the Department of Labor (DOL), State workforce agencies, employers, and other relevant sources.
2. **Project Description** - Provide a clear and detailed description of the proposed project. Outline the purpose, goals, objectives, strategies, design, and management of the proposed program. (\*\*K-8 See below.)
- a. Provide a description of the need for education and workforce development programs in the industries and occupations (identified above) in the State, region, or local area to be served by the project. Clearly state the purpose for the funding and how funding will lead to new capacity to award certificates and/or degrees meeting and the Talent Ready Utah goal of filling 40,000 high-skill, high-wage jobs, with specific relevance towards educational programs serving the cluster industries in the State or region.
  - b. Demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs, and applied degrees at the associate and baccalaureate levels.
  - c. Demonstrate industry recognition and acceptance of the proposed program by linking program outcomes to industry certification, industry standards and/or other mechanisms that demonstrate industry support to hire program completers.
  - d. Describe activities funded by the grant that:
    - i. Address skills and competencies needed by the industry(ies) or targeted occupation(s);
    - ii. Support participants' advancement on an articulated career ladder and/or career lattice, or other defined career pathway;
    - iii. Result in industry-recognized credentials indicating a level of mastery and competency in a given field or function, where such a credential exists. The credential(s) awarded to participants must be based on the type of workforce development activities provided through the grant and the requirements of the targeted occupation, and should be selected based on consultations with employers, which may include regional industry clusters, as well as labor organizations if appropriate. It is allowable and encouraged to award multiple/stackable credentials along the career pathway.

\*\* For K-8 Applicants: Provide a clear and detailed description of the proposed project. Clearly state the purpose for the funding and how funding will lead to building a pipeline to support the

Talent Ready Utah goal of filling 40,000 high-skill, high-wage jobs. Identify the grade level of students to be served. Identify detailed objectives of the proposed project.

- a. If appropriate, demonstrate how the proposed program leads to career pathways with linkage to existing and/or emerging programs of study to include middle school or junior high programs, secondary programs, post-secondary certificate programs, associate's degrees, and baccalaureate degrees. Include the industry recognized or stackable credentials that may be awarded.
3. **Collaboration and Partnership** – Applicants **must** engage and collaborate with the following partners and identify the roles and level of commitment of each partner (including DWS, if applicable). Required letters of commitment should outline the roles, responsibilities, and level of commitment of the partners as identified in this section of the technical narrative. **Letters of support and form letters are not acceptable. Letters of commitment for consortium members whose responsibilities are listed in the agreement are not required.** (\*\*K-8 See below.)
- a. **Industry/Employers** – Talent Ready Utah requires employers or industry trade associations to serve as partners in the proposed project. **Public post-secondary educational institutions or Trade Associations** must work closely with a minimum of three employers (unless in a rural area and three are not available) to understand regional economic needs and activities that would help to generate and retain existing jobs, and stimulate economic growth. These organizations should be actively engaged in the project and may contribute to many aspects of grant activities, such as identifying necessary skills and competencies, providing resources to support education/workforce development (such as equipment, instructors, funding, internships, access to laboratory facilities, or other work-based learning activities or situations), and where appropriate, hiring qualified program participants. Talent Ready Utah encourages applicants to focus on employers that are significant in the regional economy and belong to growing or emerging industries, including regional high-growth, high-wage and STEM industries and occupations.
  - b. **Industry Trade Associations** – Projects must include a workforce development component. Industry Trade Associations **must** work with a public post-secondary educational institution to support the identified industry's workforce development needs. Collaboration with post-secondary educational institutions will assist in being responsive to the needs of the local economy by developing the workforce and building a talent pipeline. Industry Trade Associations **must** provide evidence they have consulted with state, regional or local economic development agencies to understand the economic needs and the activities currently being performed to generate and retain existing jobs and stimulate economic growth.
  - c. **Public Post-Secondary Institutions** are strongly encouraged to consider integrating regional economic development strategies with collaborative employment and workforce development programs that align with key economic development investments to ensure workers are being prepared for growth industries in their regional economy.

- d. **Local DWS** staff should be consulted to connect the applicant to relevant sources of data, DWS Labor Market Information, Bureau of Labor Statistics (BLS) reports, and other relevant state tools or reports. DWS may also refer eligible and appropriate customers for training programs developed or expanded.

\*\* For K-8 Applicants: Describe how partners will be included in your project.

- a. **Industry/Employers** – Employers should be actively engaged in the project and may contribute to many aspects of grant activities, such as identifying skills and competencies for curriculum development, equipment donations, instructors, funding, internships, access to laboratory facilities, or other WBL activities.
  - b. **Public Post-Secondary Institutions** – Collaboration with post-secondary institutions will assist in development of complete career pathway opportunities and concurrent enrollment.
4. **Purpose of Funding** - Describe how the funding will be used to support the project. Explain past, present and projected economic investments in the region to stimulate job growth and/or retention of high-skill, high-wage jobs. Provide compelling justification of potential economic impact to be made.
  5. **Sustainability** - Describe how new programs developed will be sustained beyond the life of the grant. This should include a marketing strategy to maintain capacity (include outreach efforts to underserved populations: at risk youth, individuals with disabilities, females, minorities, and veterans). Describe how the institution(s) will sustain its partnership with employer partners and regional economic developers. **If requesting funding for personnel costs, applicants must explain how these ongoing expenses will be covered.** If sustainability for these costs is not addressed, these positions may not be funded. Sustainability planning may require securing funding or future funding commitments from other sources.

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## II. DELIVERABLES/OUTCOMES (30 POINTS)

Using the attached outcome tracking template (Attachment C) provide projected targets for all outcome categories relevant to measuring the success or impact of the project. Outcomes will also be compared with labor market information provided by the applicant and used in evaluating the applicant's outcome goals.

Outcome categories include 1) program development/expansion; 2) student participation; 3) participation in work-based learning activities; 4) industry participation; 5) teacher participation. Deliverables may include curriculum, course materials, articulation agreements, online learning modules, standards on which newly-developed credentials are based, or capacity created.



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### III. MATCHING FUNDS (10 POINTS)

Describe additional funding received or being used to support this project. Please include the source of the funding, e.g. institutional mission-based funding, institutional Perkins funding, funds from industry or project partners, and/or other sources such as STEM Action Center, Strategic Workforce Initiative, Department of Labor, and National Science Foundation or other funding sources. Identify level of commitment for matching funds (cash and/or in-kind). Each applicant is encouraged to match Talent Ready Utah funding at a one-to-one ratio.

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### IV. BUDGET (10 POINTS)

Using the attached budget template (Attachment B) provide a budget for the project. Include a budget narrative describing projected use of funds identified. Please identify funds being matched for the project. **Existing funds must not be supplanted with funds received from this grant.**

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### V. TIMELINE (10 POINTS)

List the major project objectives, including expected start date, end date.

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### VI. LETTERS OF COMMITMENT (INCLUDED IN PROGRAM DESIGN SCORE)

Each project is required to document commitment from the following: employers or Industry Trade Association, public post-secondary education institutions, and DWS (if applicable). Letters of commitment must outline the roles, responsibilities, and level of commitment of the partners as identified in Program Design section of the technical narrative. **Letters of support and form letters are not acceptable. Letters of commitment for consortium members whose responsibilities are outlined in the agreement not required.**

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### VII. CONSORTIUM APPLICANTS (15 BONUS POINTS)

Identify the lead institution in the consortium to serve as the official grantee (the Grantee Institution) and have overall fiscal and administrative responsibility for the grant. Attach a Consortium Agreement, to serve as the funding mechanism under which grant funds awarded to the named Grantee Institution will be transferred to the member eligible institutions in the consortium. The Consortium Agreement will be incorporated into the Grant Agreement, if awarded.

The Consortium Agreement can take many forms including but not limited to a letter, agreement, or Memorandum of Understanding. The agreement must be signed by each consortium member institution and: 1) reflect an appropriate agreement among two or more applicants to work together on the grant; 2) describe the roles and responsibilities of each consortium member in the design, development, and implementation of the program(s) and acknowledge their agreement to spend funds in accordance with the rules and requirements of the grant; 3) specify the amount of funds to be awarded to each member and deliverables for which each member will be responsible, broken out by consortium member; and 4) reflect the agreement of all consortium members to provide the Grantee Institution all information needed to meet the reporting requirements of the grant. Electronic signatures are permissible on the Consortium Agreement. (Letters of commitment for consortium members whose responsibilities are outlined in the agreement not required.)

***Next Section: Grant Application Contact and Signature Sheets***

**CONTACT INFORMATION FOR DWS TALENT READY UTAH GRANT FISCAL YEAR 2020**

**ORGANIZATION**

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

Federal Tax ID #: \_\_\_\_\_ Total Grant Funds Requested: \_\_\_\_\_

**CONTACT PERSON**

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**FINANCIAL ADMINISTRATOR**

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**SIGNATURE SHEET FOR DWS TALENT READY UTAH GRANT FISCAL YEAR 2020  
PUBLIC POST-SECONDARY EDUCATIONAL INSTITUTIONS OR INDUSTRY TRADE  
ASSOCIATIONS**

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

By signing below, the following individuals attest that they have reviewed and approve the attached proposal for Talent Ready Utah funding:

|  |            |       |
|--|------------|-------|
| _____  | _____      | _____ |
| Dean, Department Chair or equivalent                   | Print Name | Date  |
| _____  | _____      | _____ |
| Director, Development Office                           | Print Name | Date  |
| _____  | _____      | _____ |
| VP, Provost, or equivalent                             | Print Name | Date  |
| _____  | _____      | _____ |
| Post-Secondary Institution President                   | Print Name | Date  |
| _____  | _____      | _____ |
| Industry Trade Association Director<br>(if applicable) | Print Name | Date  |
| _____  | _____      | _____ |
| DWS Economic Service Area Director                     | Print Name | Date  |

**SIGNATURE SHEET FOR DWS TALENT READY UTAH GRANT FISCAL YEAR 2020**  
***PUBLIC SCHOOL DISTRICTS, INDIVIDUAL SCHOOLS, OR CHARTER SCHOOLS***

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

By signing below, the following individuals attest that they have reviewed and approve the attached proposal for Talent Ready Utah funding:

|                                       |            |       |
|---------------------------------------|------------|-------|
| _____                                 | _____      | _____ |
| District Superintendent or equivalent | Print Name | Date  |

|                  |            |       |
|------------------|------------|-------|
| _____            | _____      | _____ |
| School Principal | Print Name | Date  |

## EVALUATOR SCORE SHEETS INSTRUCTIONS

### Instructions for Scoring Proposals

**Assign scores based on given criteria in the RFGA:** Your rating should reflect your opinion of the applicant's ability to meet each criterion provided on the Grant Review Score sheet. Please do not make assumptions about missing background or project information, review only what is included.

**Read for substance:** Your primary focus as a reviewer is to recognize and judge a proposal based on the substance of the idea presented.

**Comment on program quality:** Take the time to make thoughtful comments to justify your score. Comment on both strengths and weaknesses. Use specific and descriptive phrases in your comments, such as: "The applicant did a good job... "; "the applicant did not adequately describe... "; "it is unclear whether..."; "the applicant should be asked to clarify...".

**Avoid interjecting your own biases:** For example, even if you do not think tutoring programs are effective, your opinion should not affect the objective appraisal of a proposal for support of tutoring initiatives.

**Please note that all comments, both verbal and written, during this process are public documents.**

#### 1. Review the Grant Review Score Sheet

- The review questions were taken directly from the technical proposal narrative guidelines and will help you read, evaluate, and understand the main point.
- Each section of the score sheet corresponds to one major section of the proposal.
- Questions at the beginning of each section will help you focus on the main points.

#### 2. Rate the proposal on a numerical scale

- Assign a score for each question on a scale of zero to two (score allocation chart included in packet).
- Provide specific comments about strengths and weaknesses on the score sheet to justify your score and identify issues needing additional clarification.

#### 3. Do not write comments on the proposal itself

- You may highlight or underline sections of the proposals, but do not write any comments as they should be included in the comments section of the score sheet.

#### 4. Score Sheet

- Keep your grant review score sheets with you and bring them to the review committee meeting.

## **5. Proposal Review Groups**

- Each proposal will be reviewed by a minimum of three reviewers.
- A lead reviewer will be assigned to each proposal review group.
- Each proposal review group will meet to determine a consensus score for the application.
- The lead reviewer will compile feedback from outlining strengths and weaknesses of the proposal.

## **6. Consensus Scoring**

- Consensus scores will be determined by the proposal review group.
- Reviewers must come to a consensus on a final score to be awarded in each section of the proposal and an overall score prior to the committee meeting.

## **7. Final Ranking – to be done at the review committee meeting**

- Final ranking is based on the following:
  - Consensus review score sheet
  - Fiscal review
  - Talent Ready Utah priorities
  - Geographical location
  - Community needs
  - Diversity of portfolio

**SCORE SHEET:**

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

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

| <b>SCORING</b>   |                      |               |                        |  |
|--|----------------------|---------------|------------------------|--|
| 0= Did not answer<br>.5= Did not meet the requirement(partially answered)<br>1= Met the requirement (answered adequately)<br>1.5= Exceeded the requirement(beyond adequate expectation)<br>2= Provided an exceptional answer   |                      |               |                        |  |
| <b>TALENT READY UTAH<br/>Application Questions</b>   | <b>Score<br/>0-2</b> | <b>Weight</b> | <b>Total<br/>Score</b> | <b>Comments<br/>(Strengths &amp;<br/>Weaknesses)</b> |
| <b>1. Program Design (40 points)</b>   | ---                  | ---           | ---                    |  |
| a) Industry Need - High growth industry(ies) or occupation(s) upon which the project will focus have been identified. Current and projected employment, wages, required skills and required certifications have been described and are supported by data. Points may be awarded for economically depressed areas, and/or areas where the unemployment rate is higher than the State of Utah unemployment rate. Points may also be awarded for schools whose students have significant economic challenges. |                      | x4            |                        |  |
| b) Project Description - A detailed description of the purpose, goals, objectives, strategies, design, and management have been provided and align with allowable activities. Describes how project leads to career pathways with linkage to existing and/or emerging programs of study to include secondary programs, post-secondary certificate programs and applied degrees at the associate and baccalaureate levels.  |                      | x4            |                        |  |
| c) Collaboration & Partnership – Partners, roles, and level of commitment have been clarified for Industry/Employers, Public Post-Secondary Institutions and local DWS (if applicable). Letters of commitment from Employers and Public Post-Secondary institution have been provided.   |                      | x4            |                        |  |
| d) Purpose of Funding - Purpose of funding and how it will advance the cluster has been stated. Past, present and projected economic investments in the region for the cluster(s) have been identified. Efforts to stimulate job growth and/or retention of higher-skill, higher-wage jobs have been described. Compelling justification of potential economic impact has been made.   |                      | x4            |                        |  |
| e) Sustainability - How the program and its partnerships will be sustained beyond the life of the grant has been described (including marketing strategy).   |                      | x4            |                        |  |
| <b>Total points (a-e):</b>   | ---                  | ---           |                        |  |



| 2. Deliverables/Outcomes (30 points)   |     |     |     |  |
|--|-----|-----|-----|--|
|  |     |     |     |  |
| Outcome template (Attachment C) is attached.   | --- | --- | --- |  |
| Description of outcomes relevant to measuring success of the project and deliverables are included.  |     | x10 |     |  |
|  |     | x5  |     |  |
| 3. Matching Funds (10 points)  |     |     |     |  |
|  |     |     |     |  |
| Commitment for matching funds has been described.  | --- | --- | --- |  |
|  |     | x5  |     |  |
| 4. Budget (10 points)  |     |     |     |  |
|  |     |     |     |  |
| Budget template (Attachment B) is attached and narrative describing the use of grant funds is provided. Budget items align with allowable activities and expenditures. | --- | --- | --- |  |
|  |     | x5  |     |  |
| 5. Project Timeline (10 points)  |     |     |     |  |
|  |     |     |     |  |
| Major project objectives and expected completion have been identified.   | --- | --- | --- |  |
|  |     | x5  |     |  |
| 6. Consortium Applicants (15 bonus points)   |     |     |     |  |
|  |     |     |     |  |
| Lead institution has been clearly identified. A consortium is two or more eligible applicants partnered together. Consortium agreement has been provided.              | --- | --- | --- |  |
|  | --- | --- | --- |  |
| <b>If a consortium exists, award 15 points. If no consortium, 0 points.</b>  | --- | --- |     |  |

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

**1. DEFINITIONS:**

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

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

**3. CONFLICT OF INTEREST:**

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

**4. RELATED PARTIES:**

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

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

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

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

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

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

**14. MONITORING:**

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

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

**16. AGREEMENT TERMINATION:**

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

GRANTEE in writing. DWS may also terminate this Agreement immediately for fraud, misrepresentation, misappropriation, and/or mismanagement as determined by DWS.

- c. **No-Cause Termination:** This Agreement may be terminated without cause, by either party, upon thirty (30) days prior written notice being given the other party.
- d. **Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon thirty (30) days written notice delivered to the GRANTEE, this Agreement may be terminated in whole or in part at the sole discretion of DWS, if DWS reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects DWS's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If written notice is delivered under this section, DWS will reimburse GRANTEE for the services properly performed until the effective date of said notice. DWS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- e. **Accounts and Payments at Termination:** Upon termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to GRANTEE for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Agreement relieve the GRANTEE of any liability to DWS for any damages or claims arising under this Agreement.
  - f. **Remedies for GRANTEE's Violation:** In the event this Agreement is terminated as a result of a default by GRANTEE, DWS may procure or otherwise obtain, upon such terms and conditions as DWS deems appropriate, services similar to those terminated, and GRANTEE shall be liable to DWS for any damages arising there from, including attorneys' fees and excess costs incurred by DWS in obtaining similar services.
17. **SUSPENSION OF WORK:** Should circumstances arise which would cause DWS to suspend GRANTEE's responsibilities under this Agreement, but not terminate this Agreement, this will be done by formal written notice pursuant to the terms of this Agreement. GRANTEE's responsibilities may be reinstated upon advance formal written notice from DWS.
  18. **FORCE MAJEURE:** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. DWS may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.
  19. **ATTORNEYS' FEES and COSTS:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
  20. **AGREEMENT RENEWAL:** Renewal of this Agreement will be solely at the discretion of DWS.
  21. **CITING WORKFORCE SERVICES IN GRANT PROGRAM PROMOTION:** Grantee agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including brochures, flyers, informational materials, paid advertisements, social media, etc. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services.
  22. **LICENSING AND STANDARD COMPLIANCE:** By signing this Agreement, GRANTEE acknowledges that it currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement period. Failure to secure or maintain a license is grounds for termination of this Agreement. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and regulations, and complying with all of them.
  23. **DEBARMENT:** For GRANTEES receiving any Federal funds: By signing this Agreement, GRANTEE certifies it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities. See the provisions on government-wide suspension and debarment in 2 CFR §200.205(d), Appendix II to Part 200 - Paragraph (H), and 2 CFR part 180 which implements Executive Orders 12549 and 12689 for further clarification.

**24. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. At all times during this Agreement, GRANTEE, and all services performed under this Agreement, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
  - b. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Agreement the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Agreement.
  - c. By accepting this Grant, the GRANTEE assures that 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.
- 25. WORK ON STATE OF UTAH PREMISES:** GRANTEE shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises including DWS substance abuse and drug free workplace standard; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or DWS may remove any individual for a violation hereunder.
- 26. WORKFORCE SERVICES JOB LISTING:** GRANTEE must post employment opportunities with DWS for the duration of the Agreement.

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

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



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

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

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

**Table 1: Cost Principles**

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

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

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

Attachment B  
 Job Growth Talent Ready Utah (TRU) Grant Budget Form

Grantee: \_\_\_\_\_  
 Grant Number: \_\_\_\_\_  
 Vendor Number: \_\_\_\_\_  
 Grant Period: \_\_\_\_\_

| <b>Program Expenses</b>            | <b>Grant Request</b> | <b>Cash Matching</b> | <b>In-Kind Matching</b> | <b>Total</b> |
|------------------------------------|----------------------|----------------------|-------------------------|--------------|
| 1. Salaries                        |                      |                      |                         | \$ -         |
| 2. Fringe Benefits                 |                      |                      |                         | \$ -         |
| 3. Equipment & Supplies            |                      |                      |                         | \$ -         |
| 4. Marketing & Outreach            |                      |                      |                         | \$ -         |
| 5. Professional Development/Travel |                      |                      |                         | \$ -         |
| 6. Contract Services               |                      |                      |                         | \$ -         |
| 7. Other                           |                      |                      |                         | \$ -         |
| 8. Indirect                        |                      |                      |                         | \$ -         |
| 9. Indirect (matching)             |                      |                      |                         | \$ -         |
| 10. Facilities (matching)          |                      |                      |                         | \$ -         |
| 11. Communications (matching)      |                      |                      |                         | \$ -         |
| 12. Other (matching)               |                      |                      |                         | \$ -         |
| Total Program Expense              | \$ -                 | \$ -                 | \$ -                    | \$ -         |

| <b>FINET DO CODING</b> |               |             |             |               |                |
|------------------------|---------------|-------------|-------------|---------------|----------------|
| <b>Description</b>     | <b>Amount</b> | <b>Unit</b> | <b>Appr</b> | <b>Object</b> | <b>Program</b> |
| JOB GROWTH TRU PROJECT | \$ -          | 5600        | NJX         | 6135          | XAEA           |

## Attachment C - Outcome Tracking Template

|   | Baseline | Target Goal | Total |
|---|----------|-------------|-------|
| <b>Program Development/Expansion</b>                                    |          |             |       |
| Number of programs created  |          |             |       |
| Number of program expanded  |          |             |       |
| New capacity of training slots created                                  |          |             |       |
|   |          |             |       |
| <b>Student Participation</b>  |          |             |       |
| Number of participants enrolled   |          |             |       |
| Number of participants completed  |          |             |       |
| Number of credentials provided  |          |             |       |
| Number of participants who have entered employment                      |          |             |       |
|   |          |             |       |
| <b>Participation in Work-based Learning Opportunities</b>               |          |             |       |
| Number of students participating in apprenticeships                     |          |             |       |
| Number of students participating in internships                         |          |             |       |
| Number of students participating in job shadows                         |          |             |       |
| Number of students participating in industry tours                      |          |             |       |
| Number of students participating in career day events                   |          |             |       |
|   |          |             |       |
| <b>Industry Participation</b>   |          |             |       |
| Number of new industry partnerships developed                           |          |             |       |
| Financial and/or In-kind contributions                                  |          |             |       |
|   |          |             |       |
| <b>Teacher Participation</b>  |          |             |       |
| Number of teachers participating in professional learning opportunities |          |             |       |
| Number of teacher endorsements  |          |             |       |
|   |          |             |       |

## **ATTACHMENT   D   CODE OF CONDUCT**

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

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Employee/Volunteer Signature

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Date

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Print Employee/Volunteer Name

[Rev.01/15]

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

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



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