

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
REFUGEE PROGRAMS BUREAU**



**REFUGEE SCHOOL IMPACT GRANT  
REQUEST FOR APPLICATION  
GRANT YEAR 2014-16**



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## Introduction

The California Department of Social Services (CDSS) Refugee Programs Bureau (RPB) is pleased to announce the application for competitive funding from the United States (U.S.) Department of Health and Human Services (DHHS), Office of Refugee Resettlement's (ORR) Refugee School Impact Grant (RSIG) for the 2014-16 grant project period. The ORR funding announcement has been released and the RSIG will be a two-year grant with two annual budget periods that will begin on August 15, 2014 and end on August 14, 2016. The funding for this Request for Application (RFA) is subject to the availability of funds provided by the ORR and the funding amount for California has not been determined. However, California received \$1,972,000 in RSIG funding for the 2012-14 grant project period and individual schools districts received between \$95,000 - \$100,000 to operate the RSIG program per budget year.

In accordance with federal requirements, the CDSS invites school districts to apply for the RSIG funding. The RSIG funds are to provide supplemental educational programs and services to refugee students and their families who have been in the U.S. one year or less, providing a wrap-around approach to assist the students to succeed academically and adjust to life in California. Those refugee children who have been in the U.S. three years or less, but are continuing to face persistent challenges in schools, are also eligible under the RSIG. The primary focus of this grant is to help newly arrived refugee children adjust in the local school systems so they will achieve success in academic performance and social adjustment. As determined by arrival data, the counties of Alameda, Los Angeles, Orange, Sacramento, San Diego, San Francisco, Santa Clara, and Stanislaus have been impacted by significant numbers of new refugee children for the last three years. Only school districts in these counties are eligible to apply for the RSIG.

For the first budget period of the grant cycle, California anticipates being awarded RSIG funds for the period covering **August 15, 2014 through August 14, 2015**. However, due to current fiscal issues, the ORR is anticipated to release the funds incrementally at 58 percent and 42 percent during the budget year. Accordingly, successful California RSIG applicants will be initially funded 58 percent of their grant award. The remaining 42 percent of the funds may be released by the ORR on a later date in the grant year, subject to the availability of funds. Only successful applicants selected for the first-year funding will receive second-year funding, subject to the availability of funds and satisfactory progress of their RSIG programs.

## Background

The Refugee Act of 1980 established a Refugee Resettlement Program (RRP) in the U.S. which allows individuals to enter the country legally with refugee status and receive specified cash assistance and social services. A refugee is an individual who is unable to return to his/her country of origin because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion. The term "refugee" is used in this application to encompass all eligible populations served by the federal refugee program. For additional information on all eligible population groups, see "Eligible Beneficiaries" on page 18 or visit the ORR website at the following link: [www.acf.hhs.gov/programs/orr/](http://www.acf.hhs.gov/programs/orr/).

Through the Refugee Act of 1980, Congress created the ORR to supervise the state implementation of federal RRP benefits and services granted to refugees. In California, the RPB has been designated by the Governor as the state agency that oversees the counties' provision of RRP benefits and services. In impacted counties, a county refugee coordinator (CRC) is designated to plan and coordinate the delivery of these services. The RPB collaborates with many stakeholders including resettlement agencies (RAs), which provide refugees with resettlement assistance for their first 90 days in the country; service providers, which offer employment training and social adjustment services; ethnic community-based organizations (ECBOs) that have a governance board comprised primarily of former refugees; and community-based organizations (CBOs) that have formed to support and address the many needs of refugees.

Each year, the President determines the number of individuals who are allowed to enter the U.S. as refugees. The U.S. Department of State and ORR coordinate the resettlement of refugees along with the RA. In Federal Fiscal Year (FFY) 2012, California received 5,183 refugees and 6,382 refugees in FFY 2013, the second highest number of refugees in the nation. During the past three FFYs, California has received 6,137 refugee school-age children (the second highest in the nation) who are the target population for services under the RSIG.

The educational system in California offers opportunities for refugee students to expand their educational horizon and promote and support their physical, social, and personal development. Many refugee students entering schools in California may have little or no formal educational background and may lack English language proficiency, creating significant obstacles to academic progress. Any prior educational experiences that a refugee may have had are most likely from refugee camps, where, if any schooling was offered, educational materials were scarce, learning curricula was very rudimentary, and the instruction provided lacked consistency.

Additionally, refugee students in certain situations were separated from siblings, close relatives, and in some cases, from one or both parents, which often leaves these children to their own personal resources to deal with their trauma. The trauma and the emotional state in which they find themselves may compromise their learning capacity in the new and complex educational environment that awaits them in the U.S.

Challenges confronting refugee parents can also impact the children's educational experience. Refugee parents may not be fully aware of the magnitude of the cultural and academic demands posed by schools on their children and lack an overall awareness or understanding of the educational system in the U.S. Most refugee parents also lack English language skills that make it more difficult to acquire this understanding and assist their children. However, despite these barriers, many refugee parents view the education of their children as their foremost investment.

## **Educational Components**

The following components are central to the design of educational services for refugee children.

- Broad Partnerships Focused on Newly Arriving Refugee Children. The CDSS encourages partnerships with state school officials and local service providers, including resettlement agencies, health and mental health providers, and community- and faith-based organizations, to ensure coordination for effective planning and successful program implementation, while avoiding duplication of services.
- Culturally and Linguistically Appropriate Materials (e.g., special curriculum/activities, translation services, interpreter services, etc.)
- Flexible Scheduling During and Outside School Hours (e.g., afterschool classes, weekend tutorials, online assistance)
- Specialized Approach Suited for Newly Arriving Refugee Children (e.g., cultural orientation, refugee parents/teacher meetings, school orientation)
- Refugee Children Integration into School System [i.e., English-as-a-Second Language (ESL); mentoring; group activities; providing support to Lesbian, Gay, Bisexual, and Transgender (LGBT) refugee children, integrate in school]
- Measurable Academic Performance (i.e., high school graduation rate, accomplishment of required course work on a timely basis, improved academic performance levels, etc.)

### **Purpose/Objectives of Program**

The goal of the RSIG is to provide additional resources to impacted school districts that have received significant numbers of refugee students to address the obstacles confronting these children so that they may succeed in their academic endeavors.

The purpose of the RSIG program is to:

1. Provide supplemental educational programs and social services to refugee students who have been in the U.S. three years or less that will assist them to improve their academic performance and social adjustment to schools. The RSIG funds are to assist school districts plan, design, implement, and evaluate supplementary instructional and social adjustment support services targeted toward newly-arrived refugee students so that grade level promotional and graduation requirements may be met.
2. Enhance the quality of the educational and social adjustment services of school districts offered to refugee students by establishing and/or expanding collaborative relationships with organizations already providing assistance and/or support to refugee children and their families.
3. Effectively serve refugee students by establishing collaborative relationships and consulting with other professionals in the refugee community who provide other services and benefits to refugee children and their families, such as employment training and social services.

The primary objectives of the RSIG program are to:

1. Increase the number of refugee students who meet grade level requirements in Language Arts and Mathematics.
2. Improve the level of English language acquisition among refugees.

3. Improve overall academic performance among refugee students.
4. Improve school attendance rates.
5. Increase collaboration between educational institutions and the refugee community.
6. Ensure that RSIG programs and services are only provided to eligible populations.

### **Allowable Activities**

Applicants must describe, in detail, the educational services and activities that will be provided to improve and accelerate the linguistic and academic performance of refugee students, as well as attend to the socio-emotional needs that may affect the educational performance of these students. The RSIG money may not be used to supplant educational instruction and services mandated under federal and state laws. Services and activities may include, but are not limited to, the following:

- Supplemental ESL instruction
- Development and use of school curricula that encourages optimum learning and acquisition of necessary skills
- After-school tutoring programs focused on helping refugee students understand and complete assignments
- After-school/summer programs that support remedial work or promote school readiness
- Orientation to refugees on the education system and school requirements, such as student attendance and performance
- Involvement of trained teachers/staff/administrators that are familiar with refugees culture and language
- Parental involvement programs
- Mentoring programs
- Interpreter services for parent/teacher meetings and conferences
- Services of bilingual/bi-cultural counselors and aides
- Staff training on refugee cultures and use of special teaching materials
- Utilization of modern technology deemed to improve English language acquisition and other school related skills
- Utilization of special educational materials to assist refugee students to learn
- Evaluation of the effectiveness/outcomes of the services provided

School districts may also propose activities in their applications that are not listed above. However, the proposed activities must serve the objectives of the grant as outlined in the Purpose/Objectives of Program section of this RFA (see page 4). Grantees may only use RSIG funds for the allowable activities listed in their approved application. Justification for providing any proposed services not listed above must be included in the RSIG application.

### **Application Scoring**

Each application will be evaluated and scored in accordance with the criteria described in this RFA using the Application Scoring Rubric ([Appendix B](#)), which is based on five different program components derived from the requirements set forth by the DHHS grant announcement:

1. Evidence of Impact	35 Points
2. Activities/Purpose	25 Points
3. Collaboration	20 Points
4. Results	15 Points
5. <u>Budgets</u>	5 Points
6. TOTAL	100 Points

## RFA Award Process

All eligible applications will be reviewed and scored by a panel of independent evaluators consisting of representatives from the CDSS, the education community, and refugee program stakeholders. Applicants do not compete with one another, but are individually judged by the application's adherence to the program components set forth in this RFA and the attached Application Scoring Rubric ([Appendix B](#)).

- Each eligible application will receive a rubric score, up to 100 points, and must obtain at least 50% of the total points in each scoring criteria ***and*** receive a minimum score of 65 points on the rubric in order to be considered for funding under the RSIG.
- Each application will be ranked in order of their scores.
- Final award amounts will be subject to application amount requirements and availability of funds.

Following the application review and selection process, the RPB will issue tentative grant award letters to successful applicants that will include the specific amount awarded and details regarding the terms and conditions of the grant award, pending any successful appeals to the selection process and tentative awards.

The RPB will announce the names of the tentative 2014 RSIG grantees by posting the information on its webpage at: [www.cdss.ca.gov/refugeeprogram/](http://www.cdss.ca.gov/refugeeprogram/).

## Appeal

Appeals of the grant award decisions for the RSIG must be submitted within five business days after the posting of the tentative RSIG grantee awards on the RPB website, provided the application in question met the technical requirements (see page 9) of the RFA and was scored and deemed responsive. Only non-funded applicants that met the technical requirements of the RFA and were scored by the CDSS may file an appeal.

An appeal must be in writing and contain an original signature in blue ink of the same person authorized to submit the application. Failure to file an appeal within the five business days provided constitutes a waiver of the right to an appeal and will not be accepted. No funding will be awarded to any of the other applicants until either the appeal has been withdrawn or the CDSS has made a decision on the matter. A final decision will be made within 10 working days of the date the appeal was received.

The appeal must be addressed to the RPB Bureau Chief, may not present new information, and must include the reason(s) for the appeal, the issue(s) in dispute, the

basis for the applicant's position, and the remedy sought. Disagreements with evaluators' comments or scores are not grounds for appeal. Appeals shall be limited to the following grounds:

1. The applicant received the equal or higher than another grantee but was not awarded the grant.
2. The CDSS failed to evaluate the applications using the standards and procedures set forth in this RFA.

The decision of the CDSS Director, or his or her designee, shall be the final administrative determination by the Department for RSIG appeals.

Applicants who wish to appeal a grant award decision must submit a registered letter, postmarked no later than 5:00 p.m. on the last day of the five-day appeal time, to:

**California Department of Social Services  
Refugee Programs Bureau  
Refugee School Impact Grant Appeal  
Attn: Ms. Thuan Nguyen  
744 P Street M.S. 8-9-646  
Sacramento, CA 95814**

### **Final Awards**

After all appeals are resolved, the CDSS will formally notify the successful applicants in writing. The grant award will be executed upon the receipt by the RPB of a grant award agreement signed by an authorized representative of the selected applicant. Each grantee will be required to send a program representative to attend a one-day RSIG orientation training in Sacramento at a yet to be determined date.

### **California Public Records Act**

The Information Practices Act of 1977 and the California Public Records Act (CPRA) (Government Code Sections 6250-6265) define the rights of citizens to inspect and/or obtain copies of public records maintained by state and local agencies. While many records are accessible, the CPRA and other state laws also protect (exempt) certain records from disclosure. Additionally, state agencies are under strict rules regarding how public, personal, and confidential information can be collected, used, released, and retained.

All RSIG application information is considered public unless exempted in the CPRA or protected by confidentiality laws. Submission of an RSIG application constitutes consent to a release of information and waiver of the applicant's right to privacy with regard to information provided in response to this RFA. Due to privacy laws, personal information will be redacted from all public records prior to public review in order to protect the privacy rights of individuals.

As part of the CPRA, the public, including all applicants, have the right to inspect and/or obtain copies of the RSIG applications and the scoring instrument used in selecting the



final RSIG grantees, subject to any exemptions under the CPRA. Requests to view the documents must be submitted to the CDSS in writing, in compliance with the criteria set forth by the CDSS to request that information, and the requestor must pay the fees, if applicable, involved in providing copies of the records. [Appendix C](#) provides the procedures and guidelines for obtaining state records under the CPRA.

**Grant Timeline**

Request for Applications released by the RPB ..... June 11, 2014  
 Deadline for receipt of Applications ..... July 3, 2014  
 Grant start date ..... August 15, 2014  
 Mandatory one-day orientation meeting ..... July 31, 2014

**2014-2015 RSIG Semi-Annual Progress Report periods: DUE to RPB**

08/15/14 to 02/14/15..... February 28, 2015  
 02/15/15 to 08/14/15 ..... August 30, 2015

**2015-2016 RSIG Semi-Annual Progress Report periods: DUE to RPB**  
*(Contingent upon continued funding)*

08/15/15 to 02/14/16 ..... February 28, 2016  
 02/15/16 to 08/14/16 ..... August 30, 2016

**RSIG Final Performance Report period: DUE to RPB**

08/15/14 to 08/14/16 ..... October 30, 2016

## **APPLICATION INSTRUCTIONS**

The RPB is issuing an RFA for RSIG applications from school districts in counties that received significant numbers of refugee school-age children during FFY 2011 to 2013. To be considered for funding, applications must comply with the requirements described in this RFA. Applications that do not adhere to the requirements in this RFA will be considered non-responsive and rejected. For questions, please contact Ms. Priscilla Duverseau, Refugee Programs Bureau analyst, at (916) 657-3748 or [Priscilla.Duverseau@dss.ca.gov](mailto:Priscilla.Duverseau@dss.ca.gov).

The original RSIG application, signed in blue ink by the person authorized to submit the application, and two copies must be received by the RPB **on or before 5:00 p.m. on July 3, 2014**. Applications received **later than 5:00 p.m. on July 3, 2014** (including those postmarked on or before the due date) will not be reviewed and considered for funding. Faxed or e-mailed applications will not be accepted. Applications must be mailed to:

**California Department of Social Services  
Refugee Programs Bureau  
Refugee School Impact Grant  
Attn: Priscilla Duverseau  
744 P Street M.S. 8-9-646  
Sacramento, CA 95814**

### **Application Technical Requirements**

An RSIG application must meet the following criteria in order to be scored and considered for RSIG funding:

- ***Significant Number of Refugee Children:*** In accordance with federal requirements, only school districts that have been impacted by significant numbers of newly-arrived refugee children during FFYs 2011 to 2013 are eligible to apply for the RSIG. According to arrival data ([Appendix A](#)), the counties of Alameda, Los Angeles, Orange, Sacramento, San Diego, San Francisco, Santa Clara, and Stanislaus have been impacted by new refugee children for the last three years. Only RSIG applications in school districts from these California counties will be considered eligible applicants and scored.
- ***Cover Page Requirements:*** Each application must have a cover page (see Part I: Cover Page, page 10).
- ***Project Narrative Requirements:*** Applications must have a concise, descriptive narrative of the program elements, consisting of no more than 15 pages, using the formatting standards listed below.
  - Page size: 8.5" x 11" and printed on one side only
  - Margins: at least 1" on all sides (top, bottom, left, and right)
  - Text: double-spaced using 12-point font

- Proper notations of titles, headings, footnotes, quotations, references, charts, tables, graphs, and figures
- Other Format Requirements:
  - Any appendices or exhibits included in the RSIG application are limited to no more than an additional 10 pages. Assurances and certifications will not count towards any page limitation requirements.
  - Applications must be clipped or stapled together for submission. Do not use binders, covers, flat folders, or sleeves.
- Data Universal Numbering System (DUNS) Requirements: The application must include a DUNS number. A DUNS number is a unique nine digit identifier that is required for all entities doing business with the U.S. federal government for contracts or grants. It is likely that your school already has a DUNS number, but if not, one may be obtained at no cost at: <http://fedgov.dnb.com/webform>.

### **Part I: Cover Page**

- Name of the grant (Refugee School Impact Grant) and the funding year (2014-15)
- Name of applicant (school district)
- Applicant's complete mailing address including county
- Primary contact name and full title, including telephone number, fax number, and e-mail address
- Applicant's DUNS number
- Name and contact information of the school district's superintendent (or authorized designee) and that person's signature in blue ink

### **Part II: Table of Contents**

The table of contents must include each of the Parts (and any subparts) listed below and the corresponding page numbers.

### **Part III: Project Narrative (Application Scoring Criteria)**

A concise description of the program elements must be provided by answering the pertinent questions listed under each of the five subparts below. The Project Narrative must address the content standards under each of the following five components:

1. **Evidence of Impact (35 points):** The applicant is required to identify or estimate the population of refugee students who have been in the school district three years or less; provide a comprehensive assessment of the academic, linguistic, and socio-cultural needs of the students; and demonstrate how each student is identified eligible for the RSIG and how this information will be kept confidential.

Scoring will be based on how well the applicant describes the following:

- a. Numerical data describing the concentration of newly-arrived refugee students in the school district.
    - How many refugee school-age children are enrolled in the school district?
      - If actual numerical data is not available, estimate the number of students using one of the options as described in Part V: Refugee Student Enrollment (see page 17) of these application instructions.
      - Include the total number of children enrolled in the school district.
      - Include a description of how the RSIG will impact the refugee school-age children in the school district.
      - ***The numerical data provided by the school districts are subject to verification by RPB. The RPB will contact the school district if the provided data is inconsistent with RPB records.***
  - b. Description and reliability of the proposed needs assessment tool used to measure the academic and social needs of the refugee student population in the school district.
    - What are the academic needs of the refugee students in the areas of language and math? What are their cultural and emotional needs?
      - Include a description of the specific actions that will be taken and what assessment tools will be used to identify and assess the needs of refugee students.
  - c. Identification process for determining the eligibility of refugee students.
    - What procedures will be employed to identify refugee students who participate in RSIG activities?
      - Include an explanation of the process/approach used to verify refugee student eligibility for RSIG services including the necessary immigration documentation.
      - Include a description of how the school district will collaborate with the refugee community (CRC, RA, service providers) to properly and accurately identify refugee students.
  - d. Include a description of how the school district will maintain confidentiality of the student's refugee status and eligibility documentation.
    - How will the confidential refugee information be protected?
- 2. Activities/Purpose (25 points):** The applicant must describe how it will determine the supplemental educational and social services to be provided to refugee students that will meet the needs identified in the needs assessment, including descriptions of services that will be offered to student refugee families. The applicant must also provide evidence that the proposed services will assist refugee students to meet grade level and graduation requirements. Information should be provided on staff who will be working on the RSIG showing their qualifications. The applicant should also describe outreach plans to the refugee community ensuring refugee students are aware of the services available to them.

Scoring will be based on the degree to which the applicant describes the following:

- a. Proposed activities/services meet the language, academic, cultural, and emotional needs of the refugee students within the school district.
    - What activities/services are proposed to meet the language, academic, cultural, and emotional needs of the refugee students?
      - Include a description of the material resources available to support implementation of the proposed activities.
      - Include a description of any material resources that will be acquired and/or developed as part of the program, if any, and how they will be utilized.
      - Include how the activities support the specific purpose and objectives of the RSIG program.
  - b. Staff, current and anticipated, are qualified to be successful in addressing the educational, socio-cultural, and socio-emotional needs of the refugee students and their families.
    - What are the qualifications of each staff position designated to administer or deliver RSIG services?
      - If known at the time of application, include a biographical sketch or resume for each key person appointed to work with RSIG students (i.e., program director, supervisors, resource and classroom teachers, etc.), including appropriate teaching credentials and experience in working with refugee students.
  - c. Recruitment and outreach efforts to the refugee community maximize the number of refugee students participating in the RSIG program.
    - What steps will be taken to recruit or outreach to the refugee community to maximize the number of refugee students participating in the RSIG program?
- 3. Collaboration (20 points):** The applicant is required to describe and document collaboration in the planning, development, and implementation of its RSIG program with the CRC, at least one RA, and three additional refugee service providers. Collaboration with the refugee community (CRC, RAs, and refugee service providers) is a required component to the RSIG program. In addition to responding to the questions below, an applicant must provide a letter of support from each entity, including the CRC, affirming the program's design and collaboration efforts as described in the application. Applicants should demonstrate how these collaborations will improve the RSIG program, as well as assist schools in identifying students who meet RSIG eligibility requirements.

Scoring will take into consideration the applicant's ability to:

- a. Identify the collaboration with the CRC, at least one RA, and three additional refugee service providers.
  - Who are the entities that make up the refugee community in your area?
    - List the CRC, RAs, and three service providers that will collaborate with the RSIG programs.
    - Describe how the school district determined which RA and service providers to collaborate with and why.

- b. Identify how the collaboration with each of these entities improves the school district's RSIG program.
- How will the collaboration with each of these entities improve the school district's RSIG program?
    - Describe the role each collaborative entity will have on the RSIG program and the extent collaborative efforts will increase the availability of support and resources to the refugee student.
    - Describe how the collaboration will assist the applicant in understanding and addressing the educational obstacles refugee students face.
    - Describe how the collaboration will improve the ability of the applicant to address any physical, social, and emotional barriers faced by refugee families that may impair the academic success of refugee students.
    - Describe how the collaboration will be on-going and relevant to the RSIG program.
- c. Identify how the collaboration will assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility.
- How will the collaboration assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility?

**4. Results (15 points):** The applicant must describe its plan to collect and report accurate data on the number of refugee students served and how it will show evidence of academic progress for the refugee students served under the RSIG program along with any corresponding evaluation and intervention techniques. The plan must include how the applicant will document, with solid statistical evidence, the improvements in meeting grade-level academic standards in English language and math proficiency, and improvements in the high school graduation rate for refugee students.

Scoring will be based on the extent to which an applicant can demonstrate:

- a. An effective method of collecting and documenting RSIG Program effectiveness and accomplishments.
- What specific methods will be used to measure and record the following applicable data:
    - Number of students served by the activity
    - Number of students completing graduation or grade level requirements
    - English language proficiency for the RSIG participants
    - School/RSIG program attendance
    - Academic performance
- b. Statistical improvement in refugee student scores in English language proficiency, mathematics, language arts, and/or high school graduation rates.
- How will the applicant collect and report data that is quantifiable and measureable on a semi-annual basis to confirm that RSIG participants are

making progress toward grade level academic standards in language arts, mathematics, and English language proficiency?

- c. An evaluation plan and corresponding intervention will be used to ensure the RSIG activities (academic and social) will increase the proportion of refugee students who meet language arts, math, and grade level standards.
  - What evaluation plan and corresponding intervention will be used to ensure the RSIG activities (academic and social) will increase the proportion of refugee students who meet language arts, math, and grade level standards?

**5. Budgets (5 points):** The applicant is required to provide a budget showing the total costs for the complete budget year. In addition, the budget must be accompanied by a description/justification of each proposed line item expenditure.

Scoring will be based on the extent to which budgeted expenditures:

- a. Are related to the identified programmatic needs of refugee students and their families.
- b. Are commensurate with proposed program activities/services.
- c. Supplement but do not supplant local, state, and federal funds.

### Budget

The expenditure of federal RSIG funds is subject to the uniform administrative requirements and cost principles of 45 CFR, Part 92 (Grants and Cooperative Agreements to State, Local, and Tribal Governments) and 45 CFR 74.81 (prohibition against profit). Grantees are responsible for ensuring that RSIG funded activities comply with all applicable federal and state regulations. Funds cannot be used to supplant other federal or state funding.

The RSIG funds must be used to supplement what school districts are mandated to provide for ESL learners under the federal and state educational laws. Expenditure of RSIG funds must be consistent with the activities described within the RSIG application and budgetary line items, upon which awards will be based. Applications must include detailed descriptions of proposed expenditures and line items must be directly tied to the program activity in the budget justification.

The use of RSIG funds for items not included in the original application or scope of work may be disallowed. Any deviation from the original proposed budgeted line items must be submitted in writing by the grantee to the RPB prior to the use of RSIG funds. Grantees must receive written approval from the RPB before using RSIG funding in a manner that differs from the original application and budget(s).

- Construction costs are not allowed under the RSIG.
- Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5,000.00. A description

of the equipment must be provided, including the cost per unit, the number of units, the total cost, and a plan for use on the project, as well as use or disposal of the equipment after the project ends.

- The RSIG program participants are subject to [OMB Circular A-122](#), which governs the cost principles of non-profit organizations. These cost principles require that only activities necessary for the administration of the program be considered allowable and reimbursable. The OMB Circular A-122 General Principles require costs to be reasonable. A reasonable cost reflects good judgment and the prudent use of public money at the lowest possible cost to achieve the objective. An example of a reasonable cost is purchasing coffee and cookies rather than arranging a catered buffet for a training or meeting.
- Purchase of any electronic devices or computer-related software (i.e., Computers Devices [computers, laptops, tablets, printers, copiers, etc.], Handheld Electronic Devices [iPod, iPad, Tablets, MP3 players, Android devices, e-readers], Rosetta Stone or other software programs, etc.) **is limited** and must be included in the original RSIG application and directly related to program activities.
  - The proposal to purchase such items must include the reason for the purchase (including the cost per unit, the number of units, the total cost, and a plan for specific use on the project), how it relates to the RFA, how it will be used in the classroom, how it benefits refugee students, and how the equipment will be disposed of or returned to RPB after the project ends.
  - After award, requests to purchase such items, in deviation from the original application, must be submitted in writing to RPB, is subject to the purchase requirements above, and must include the reason for the purchase, how it relates to the RFA, how it will be used in the classroom, how it benefits refugee students, and how the equipment will be disposed of after the project ends. The Grantee must obtain written RPB approval prior to the purchase. The RPB may not reimburse invoices that do not meet these requirements.

Use the attached Proposed Budgets Form ([Appendix D](#)) to calculate the total budgets for the RSIG. The budgets should include the following items:

1. **Personnel:** Calculate the salaries of all certified and classified persons employed to implement the program, not including benefits.

***[Note:** The Consolidated Appropriations Act , 2012 (Public Law 112-74), enacted December 23, 2011, limits the salary amount that may be awarded and charged to DHHS Administration of Children and Families (ACF) grants and cooperative agreements. This law places a salary cap of \$179,700 on the executive salary that may be funded using RSIG monies. Awards funded under the RSIG may not be used to pay the salary, or any percentage of salary, to an individual for any amounts above the \$179,700 salary cap. Any portion of the salaries that is above the cap must be funded with other monies. This salary limitation also applies to subawards/subcontracts under an ACF grant or cooperative agreement. Additional information may be accessed at:*



[www.gpo.gov/fdsys/pkg/PLAW-112publ74/pdf/PLAW-112publ74.pdf](http://www.gpo.gov/fdsys/pkg/PLAW-112publ74/pdf/PLAW-112publ74.pdf)

2. **Fringe Benefits:** Calculate the fringe benefits for all persons whose salaries and extra duty hours were included under personnel.
3. **Substitutes:** Calculate the substitute costs to cover teachers for professional development training, etc.
4. **Travel:** Calculate the travel costs of staff, consultants, parents, and community members providing or receiving services from the program. Travel costs must be in accordance with state rates found at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
  - Include per diem expenses in these calculations. (A representative from each successful applicant/grantee will be required to attend a one-day RSIG conference/meeting with RPB staff in Sacramento on a yet to be determined date. Depending on RSIG funding amounts and the state budget, RPB also encourages a representative from each successful school district to attend the California Refugee Training Academy, should one be held.)
5. **Instructional Supplies and Materials:** Calculate the costs of supplementary classroom books and reference materials.
6. **Equipment and other Supplies:** Calculate the costs of equipment, materials, and other supplies. Purchase of any electronic devices or computer-related software **is limited**.
  - i. **Handheld Electronic Devices** (iPod, iPad, tablets, MP3 players, Android devices, e-readers): Calculate the costs of Handheld Electronic Devices.
  - ii. **Computers Devices** (computers, laptops, tablets, printers, copiers, etc.): Calculate the costs of Computer Devices.
  - iii. **Other Equipment:** Calculate the costs of Other Equipment.
  - iv. **Other Material:** Calculate the costs of Materials.
  - v. **Other Supplies:** Calculate the costs of Other Supplies.
7. **Other:** Include budget calculations for registration fees for training, conferences, professional development, parent education and involvement, equipment, returning equipment to RPB, and other related program costs.
8. **Total Direct Charges:** Enter the sum of lines 1-7.
9. **Indirect Charges:** Calculate the indirect charges according to the school district's approved indirect cost rate for State Fiscal Year 2014-15.
10. **Total:** Enter the grand total (sum of lines 8 and 9).

#### Budget Detail and Justification

The applicant must provide a proposed budget showing the total costs for the complete budget year. Attached to the Proposed Budget Form ([Appendix D](#)), the applicant must provide a detailed narrative (per unit if applicable) for each line item in the budget,

showing the calculations used to arrive at the total projected cost figures. Provide a brief justification for each of the expenditures, linking the use of funds to the RSIG program goals, outcomes, and objectives. The justification must illustrate how the particular expenditures support the implementation of the program as described in the program narrative and supplement but do not supplant local, state, and federal funds.

#### **Part IV: Contact Information**

Applicants must complete the RSIG Application Contact Information Form ([Appendix E](#)). The authorized representative of the applicant must sign this form in blue ink.

#### **Part V: Refugee Student Enrollment**

Applicants should complete the RSIG Student Enrollment Methodology Form ([Appendix E](#)) to estimate the number of refugee students enrolled in the district who have been in the U.S. for three years or less by selecting **one method** to estimate the total number of refugee students being reported. Applicants must respect the confidentiality and anonymity of refugee students and their families when gathering the necessary data. (See Eligible Beneficiaries on page 18 for further information on eligibility requirements.)

Applicants must address how students will be identified as RSIG-eligible and how programs will work with parents to obtain documentation of eligibility. Because the school district's experience in collecting the required RSIG documents may be limited, documentation may be collected after school enrollment through a separate and confidential process. Grantees must ensure that school personnel who are involved in this process will protect the confidentiality of this information.

**Method 1:** On line 1, enter the number of refugee students that have provided official documentation to the district verifying refugee status.

**Method 2:** On line 2, estimate the number of students that potentially may have refugee status by counting foreign born students enrolled in the district from specific countries where refugees have been known to come, as listed in the Estimate Number of Students Form ([Appendix G](#)). (Note: This process is only an estimate for purposes of this application, since a student born in another country does not guarantee they arrived in the U.S. with refugee status.) Collaboration with the CRCs, RAs, and service providers may assist in the process of estimating the number of refugee students.

**Method 3:** On line 3, estimate the number of students based on survey results. Applicants can announce the potential availability of supplementary educational services for refugee students to the local refugee community and request that parents or guardians submit a participation request form developed by the district. The form may contain a certification block that the student was admitted to the U.S. under any refugee status. The family shall be reassured that all information will remain confidential and will only be used to verify eligibility for services. Include the student's country of origin by completing and submitting [Appendix G](#).

**Method 4:** On line 4, enter the number of students based on any other approach used to estimate the number of participants. The applicant must provide a clear explanation of the process/approach that will be used.

#### Eligible Beneficiaries

Grantees will be required to verify that a student participating in RSIG-funded programs meets the eligibility requirements to receive RSIG services, and provide documentation of their eligibility to access RSIG services. Acceptable documentation is described in ORR State Letter 00-17, available at [www.acf.hhs.gov/programs/orr/policy/sl00-17.htm](http://www.acf.hhs.gov/programs/orr/policy/sl00-17.htm).

The Supreme Court decision Plyer v. Doe, 457 U.S. 202 (1982) prohibits a school district from denying students a free public education because of their undocumented immigration status. In response to this ruling, California public schools are prohibited from inquiring about the immigration status of students for public school enrollment. However, the ruling in Plyer does not affect programs funded by ORR and does not prohibit public school officials from identifying students who may be eligible for special services such as RSIG programs targeted to newly-arrived refugee students. A school district's request for documentation of eligibility to receive services funded by the RSIG is not a violation of the Plyer ruling. If parents do not wish to provide proof documenting a student's eligibility to receive RSIG services, then the student may not participate in RSIG-funded programs.

Individuals with the following immigration statuses are eligible for services under this grant: (1) refugees; (2) asylees; (3) Cuban and Haitian entrants; (4) Cuban medical professionals and their spouses and children (5) Certain Amerasians from Vietnam; (6) victims of severe forms of trafficking who receive certification or an eligibility letter from ORR and certain other specified family members of trafficking victims; (7) children classified as Special Immigrant Juveniles (SIJs) receiving services from ORR-funded Unaccompanied Refugee Minor (URM) programs; and (8) Iraqi and Afghan children with Special Immigrant Visa (SIV) status. For additional information on all eligible population groups, please visit the ORR website at the following link: [www.acf.hhs.gov/programs/orr/](http://www.acf.hhs.gov/programs/orr/).

Title 45 CFR, Section 400.208(b) states that in a family unit where there is both a refugee parent and a non-refugee parent or non-refugee child or children, then the family unit is not eligible for federal refugee funded assistance and benefit programs. Therefore, students who do not meet the refugee eligibility requirements themselves and live in a family unit where one parent does not meet the refugee eligibility requirements are not eligible for RSIG programs.

Copies of both sides of the immigration documentation verifying eligibility must be legible, stored in a secure location, and available for review by the DHHS/Administration for Children and Families (ACF), ORR, and RPB at all times. **Failure to provide proper verification may result in the denial of school district claims for reimbursement.**

#### **Part VI: Collaboration**

To assist in addressing the academic and social challenges confronting refugee students, the RPB is requiring collaboration with the following entities of the refugee

community: the CRC, at least one RA, and three service providers. Grantees must also attend their local Refugee Forum meetings, if one is held in their area. It is extremely important and valuable to initiate or expand relationships within the refugee community. Historically, there has been a strong correlation between the success of RSIG programs and the strength of collaborative relationships with the refugee community.

Applicants must enter the corresponding information for the CRC, RA, three service providers, and the local refuge forum, if one exists, on the RSIG Collaboration Form ([Appendix H](#)). Forum meetings consist of refugee service providers and other interested parties discussing issues pertinent to refugees. Frequency of meetings varies by county. The information below may assist with collaborative efforts.

- The following link contains contact information for all CRCs:  
[http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/County\\_Coordinators\\_Only\\_Listing.pdf](http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/County_Coordinators_Only_Listing.pdf)  
CRCs may also have additional information regarding organizations working with refugees.
- The following link contains contact information for RAs in California: [http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/RAs\\_Listing.pdf](http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/RAs_Listing.pdf)
- Although the applicants have the ability to choose any three service providers, the following link contains contact information for ECBOs, which are community- based organizations comprised of refugees that provide assistance to other refugees: [http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/ECBOs\\_Listing.pdf](http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/ECBOs_Listing.pdf)
- The following link contains information for the refugee forum meetings in the counties in which refugee forums exist: [www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/Listing\\_of\\_County\\_Refugee\\_Forum.pdf](http://www.cdss.ca.gov/refugeeprogram/res/pdf/Lists/Listing_of_County_Refugee_Forum.pdf)

## **Part VII: General Provisions and Assurances**

School district officials responsible for the administration of the RSIG must adhere to all statutory, regulatory, and other requirements that may pertain to the RSIG and implement the RSIG and expend funds as indicated in the application for funding. To document this agreement, an RSIG Grant Assurance Form ([Appendix I](#)), signed by the authorized representative of the applicant in blue ink, must be included in the RSIG application.

Applicants are also required to sign in blue ink and submit all required certifications ([Appendices J through N](#)) and additional information related to operating the RSIG with their applications. These certifications include the Debarment and Suspension Certification ([Appendix J](#)), which assures, to the best of the applicant's knowledge and belief, that the applicant, subgrantees, or subcontractors are not debarred or suspended from federal financial assistance programs and activities or proposed for debarment, declared ineligible or voluntarily excluded from participation in covered

transactions by any federal department or agency. The applicant also certifies that the applicant, subgrantees, or subcontractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>).

When submitting an application for RSIG funding, the applicant agrees to abide by the information contained in the required certifications and assurances ([Appendices J through N](#)) and with the terms of the RSIG General Terms and Conditions and Scope of Work Agreement ([Appendix O](#)), which provides additional information regarding the operational requirements of the grant and outlines the responsibilities of both the RPB and the Grantee.

## **LGBT Assurance**

The submission of an application for this funding opportunity constitutes assurance that in serving beneficiaries of this program:

- Applicants have made every effort to have in place policies prohibiting discrimination and harassment of such beneficiaries based on race, sexual orientation, gender, gender identity (or expression), religion, and national origin.
- Applicants have considered how their programs will be inclusive of and non-stigmatizing toward LGBT refugees including LGBT youth.
- Applicants have considered the needs of such refugees in applicants' program design.
- Grantees will ensure that all staff serving such clients are trained to prevent and respond to harassment in all forms.
- Grantees will endeavor to monitor claims of harassment and discrimination of beneficiaries, address them seriously, and document their corrective action(s) so all participants are assured that programs are safe, inclusive, and non-stigmatizing by design and in operation.

Submission of an application for this award further constitutes an assurance that any subcontractors:

- Will make every effort to have in place policies prohibiting discrimination and harassment of beneficiaries based on race, sexual orientation, gender, gender identity (or expression), religion, and national origin.
- Will enforce these policies.
- Will ensure that all staff will be trained prior to program implementation on how to prevent and respond to harassment and discrimination of beneficiaries in all forms.
- Will endeavor to monitor claims of harassment of and discrimination against LGBT individuals served by the program, address them seriously, and document their corrective action(s).

## RSIG APPLICATION CHECKLIST

- \_\_\_\_ The school district has received a significant number of refugee students during FFYs 2011 to 13.
- \_\_\_\_ All cover page requirements have been followed.
- \_\_\_\_ All project narrative requirements have been followed.
- \_\_\_\_ Any activity not listed as allowable on the DHHS application has been justified.
- \_\_\_\_ The school district supplied a DUNS number.
- \_\_\_\_ The appendices are not more than 10 pages, not counting assurances and certifications.
- \_\_\_\_ The application has been clipped or stapled together for submission without a binder, cover, flat folder, or sleeve.
- \_\_\_\_ The table of contents is up to date, has the correct pagination, and contains at least seven parts.
- \_\_\_\_ There is a budget for 100 percent of the requested award funding amount.
- \_\_\_\_ There is a budget narrative for 100 percent of the requested award funding amount.
- \_\_\_\_ All forms have been completed with all signature blocks signed in blue ink by the person authorized to submit the application.
- \_\_\_\_ An original RSIG application (signed in blue ink by the person authorized to submit the application) and two copies have been prepared for mailing.

## APPENDIX A

### Number of Refugee Children in California Ages 5 through 18 Federal Fiscal Years 2011-13\*

County	2011	2012	2013	3-YR Total
<b>ALAMEDA</b>	<b>55</b>	<b>44</b>	<b>62</b>	<b>161</b>
BUTTE	12	0	0	12
CONTRA COSTA	3	7	11	21
FRESNO	2	7	4	13
IMPERIAL	0	0	1	1
KERN	0	1	2	3
<b>LOS ANGELES</b>	<b>171</b>	<b>90</b>	<b>187</b>	<b>448</b>
MONTEREY	1	4	0	5
<b>ORANGE</b>	<b>58</b>	<b>45</b>	<b>108</b>	<b>211</b>
PLACER	4	0	4	8
RIVERSIDE	2	11	12	25
<b>SACRAMENTO</b>	<b>131</b>	<b>153</b>	<b>204</b>	<b>488</b>
SAN BERNARDINO	2	7	15	24
<b>SAN DIEGO</b>	<b>591</b>	<b>743</b>	<b>741</b>	<b>2075</b>
<b>SAN FRANCISCO</b>	<b>14</b>	<b>4</b>	<b>4</b>	<b>22</b>
SAN JOAQUIN	3	0	4	7
SAN MATEO	5	8	6	19
<b>SANTA CLARA</b>	<b>43</b>	<b>55</b>	<b>54</b>	<b>152</b>
SOLANO	0	2	0	2
SONOMA	2	0	0	2
<b>STANISLAUS</b>	<b>25</b>	<b>32</b>	<b>59</b>	<b>116</b>
TULARE	1	0	0	1
VENTURA	2	0	0	2
YOLO	6	2	0	8
<b>CA COUNTY TOTALS:</b>	<b>1133</b>	<b>1215</b>	<b>1478</b>	<b>3826</b>

\* As reported by the California Department of Social Services Refugee Programs Bureau

## APPENDIX B

### APPLICATION SCORING RUBRIC

<b>DATE:</b>	<b>EVALUATOR INITIALS:</b>	<b>SCHOOL DISTRICT:</b>	<b>APP TOTAL SCORE:</b>
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<b>1. Evidence of Impact (35 Points Maximum)</b>					<b>TOTAL SCORE:</b>
a. (17 points) PG. 10-11 of RFA	0 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>	10 <b>For an application that demonstrates</b>	14 <b>For an application that demonstrates</b>	17 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No numerical data demonstrating impact from the concentration of newly-arrived refugee students in the school district</li> </ul>	<ul style="list-style-type: none"> <li>Little numerical data demonstrating impact from the concentration of newly-arrived refugee students in the school district.</li> </ul>	<ul style="list-style-type: none"> <li>Fair numerical data demonstrating impact from the concentration of newly-arrived refugee students in the school district.</li> </ul>	<ul style="list-style-type: none"> <li>Good numerical data demonstrating impact from the concentration of newly-arrived refugee students in the school district.</li> </ul>	<ul style="list-style-type: none"> <li>Strong numerical data demonstrating impact from the concentration of newly-arrived refugee students in the school district.</li> </ul>
b. (5 points) PG. 10-11 of RFA	0 <b>For an application that demonstrates</b>	1 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>	4 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No comprehensive assessment tool.</li> </ul>	<ul style="list-style-type: none"> <li>Little assessment tool.</li> </ul>	<ul style="list-style-type: none"> <li>Some assessment tool.</li> </ul>	<ul style="list-style-type: none"> <li>Relatively comprehensive assessment tool.</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive assessment tool.</li> </ul>
c. (10 points) PG. 10-11 of RFA	0 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>	8 <b>For an application that demonstrates</b>	10 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>Minimal identification process for determining the eligibility of refugee students.</li> </ul>	<ul style="list-style-type: none"> <li>Some identification process for determining the eligibility of refugee students.</li> </ul>	<ul style="list-style-type: none"> <li>Significant identification process for determining the eligibility of refugee students.</li> </ul>	<ul style="list-style-type: none"> <li>Relatively comprehensive identification process for determining the eligibility of refugee students.</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive identification process for determining the eligibility of refugee students.</li> </ul>
d. (3 points) PG. 10-11 of RFA	0 <b>For an application that demonstrates</b>	1 <b>For an application that demonstrates</b>	2 <b>For an application that demonstrates</b>	2.5 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No plan to protect confidential refugee information.</li> </ul>	<ul style="list-style-type: none"> <li>Little plan to protect confidential refugee information.</li> </ul>	<ul style="list-style-type: none"> <li>Simple plan to protect confidential refugee information.</li> </ul>	<ul style="list-style-type: none"> <li>Clear plan to identify refugees in future.</li> </ul>	<ul style="list-style-type: none"> <li>Exceptionally thorough plan to protect confidential refugee information.</li> </ul>



## APPENDIX B

### APPLICATION SCORING RUBRIC

<b>2. Activities/Purpose (25 Points Maximum)</b>					<b>TOTAL SCORE:</b>
<p>a. (13 points) PG. 11-12 of RFA</p>	0 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>	7 <b>For an application that demonstrates</b>	10 <b>For an application that demonstrates</b>	13 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence proposed activities/services meet the language, academic, cultural, and emotional needs of the refugee.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence proposed activities/services meet the language, academic, cultural, and emotional needs of the refugee.</li> </ul>	<ul style="list-style-type: none"> <li>Fair evidence proposed activities/services meet the language, academic, cultural, and emotional needs of the refugee.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence proposed activities/services meet the language, academic, cultural, and emotional needs of the refugee.</li> </ul>	<ul style="list-style-type: none"> <li>High evidence proposed activities/services meet the language, academic, cultural, and emotional needs of the refugee.</li> </ul>
<p>b. (7 points) PG. 11-12 of RFA</p>	0 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>	6 <b>For an application that demonstrates</b>	7 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>Staff do not appear qualified to complete grant objectives.</li> </ul>	<ul style="list-style-type: none"> <li>Staff not especially qualified to complete grant objectives.</li> </ul>	<ul style="list-style-type: none"> <li>Some staff may be qualified to complete grant objectives.</li> </ul>	<ul style="list-style-type: none"> <li>Staff qualified to complete grant objectives.</li> </ul>	<ul style="list-style-type: none"> <li>Staff well qualified to complete grant objectives.</li> </ul>
<p>c. (5 points) PG. 11-12 of RFA</p>	0 <b>For an application that demonstrates</b>	1 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>	4 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence recruitment and outreach efforts to the refugee community will maximize the number of refugee students participating in the RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence recruitment and outreach efforts to the refugee community will maximize the number of refugee students participating in the RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Fair evidence recruitment and outreach efforts to the refugee community will maximize the number of refugee students participating in the RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence recruitment and outreach efforts to the refugee community will maximize the number of refugee students participating in the RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>High evidence recruitment and outreach efforts to the refugee community will maximize the number of refugee students participating in the RSIG program.</li> </ul>

## APPENDIX B

### APPLICATION SCORING RUBRIC

<b>3. Collaboration (20 Points Maximum)</b>					<b>TOTAL SCORE:</b>
<b>a.</b> (10 points)  PG. 12-13 of RFA	<b>0</b> <b>For an application that demonstrates</b>	<b>1</b> <b>For an application that demonstrates</b>	<b>3</b> <b>For an application that demonstrates</b>	<b>5</b> <b>For an application that demonstrates</b>	<b>7</b> <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence of collaboration with the CRC, at least one RA, and three additional refugee service provider.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence of collaboration with the CRC, at least one RA, and three additional refugee service provider.</li> </ul>	<ul style="list-style-type: none"> <li>Some evidence collaboration with the CRC, at least one RA, and three additional refugee service provider.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence collaboration with the CRC, at least one RA, and three additional refugee service provider.</li> </ul>	<ul style="list-style-type: none"> <li>Strong evidence of collaboration with the CRC, at least one RA, and three additional refugee service provider.</li> </ul>
	0 points – 0-1 Letters of Support 1 points – 2-3 Letters of Support 2 points – 4 Letters of Support 3 points – 5 Letters of Support	0 points – 0-1 Letters of Support 1 points – 2-3 Letters of Support 2 points – 4 Letters of Support 3 points – 5 Letters of Support	0 points – 0-1 Letters of Support 1 points – 2-3 Letters of Support 2 points – 4 Letters of Support 3 points – 5 Letters of Support	0 points – 0-1 Letters of Support 1 points – 2-3 Letters of Support 2 points – 4 Letters of Support 3 points – 5 Letters of Support	0 points – 0-1 Letters of Support 1 points – 2-3 Letters of Support 2 points – 4 Letters of Support 3 points – 5 Letters of Support
<b>b.</b> (6 points)  PG. 12-13 of RFA	<b>0</b> <b>For an application that demonstrates</b>	<b>2</b> <b>For an application that demonstrates</b>	<b>4</b> <b>For an application that demonstrates</b>	<b>5</b> <b>For an application that demonstrates</b>	<b>6</b> <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence the collaboration with each of these entities improves the school district's RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence the collaboration with each of these entities improves the school district's RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Some evidence the collaboration with each of these entities improves the school district's RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence the collaboration with each of these entities improves the school district's RSIG program.</li> </ul>	<ul style="list-style-type: none"> <li>Strong evidence the collaboration with each of these entities improves the school district's RSIG program.</li> </ul>
<b>c.</b> (4 points)  PG. 12-13 of RFA	<b>0</b> <b>For an application that demonstrates</b>	<b>1</b> <b>For an application that demonstrates</b>	<b>2</b> <b>For an application that demonstrates</b>	<b>3</b> <b>For an application that demonstrates</b>	<b>4</b> <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence the collaboration will assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility.</li> </ul>	<ul style="list-style-type: none"> <li>Little the collaboration will assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility.</li> </ul>	<ul style="list-style-type: none"> <li>Some evidence the collaboration will assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence the collaboration will assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility.</li> </ul>	<ul style="list-style-type: none"> <li>Strong evidence the collaboration will assist the school district to accurately identify students who meet RSIG eligibility requirements and implement procedures to document eligibility.</li> </ul>

## APPENDIX B

### APPLICATION SCORING RUBRIC

<b>4. Results (15 Points Maximum)</b>					<b>TOTAL SCORE:</b>
a. (5 points) PG. 13-14 of RFA	0 <b>For an application that demonstrates</b>	1 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>	4 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence of an effective method of collecting and documenting RSIG Program effectiveness and accomplishments.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence of evaluation plan and corresponding interventions to show movement toward program goals.</li> </ul>	<ul style="list-style-type: none"> <li>Fair evaluation an effective method of collecting and documenting RSIG Program effectiveness and accomplishments.</li> </ul>	<ul style="list-style-type: none"> <li>Good evaluation an effective method of collecting and documenting RSIG Program effectiveness and accomplishments.</li> </ul>	<ul style="list-style-type: none"> <li>Strong evaluation an effective method of collecting and documenting RSIG Program effectiveness and accomplishments.</li> </ul>
b. (7 points) PG. 13-14 of RFA	0 <b>For an application that demonstrates</b>	2 <b>For an application that demonstrates</b>	5 <b>For an application that demonstrates</b>	6 <b>For an application that demonstrates</b>	7 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No probability to demonstrate statistical improvement in refugee student scores in English language proficiency, mathematics, language arts, and/or high school graduation rates.</li> </ul>	<ul style="list-style-type: none"> <li>Little probability to demonstrate statistical improvement in refugee student scores in English language proficiency, mathematics, language arts, and/or high school graduation rates.</li> </ul>	<ul style="list-style-type: none"> <li>Fair probability to demonstrate statistical improvement in refugee student scores in English language proficiency, mathematics, language arts, and/or high school graduation rates.</li> </ul>	<ul style="list-style-type: none"> <li>Good probability to demonstrate statistical improvement in refugee student scores in English language proficiency, mathematics, language arts, and/or high school graduation rates.</li> </ul>	<ul style="list-style-type: none"> <li>High probability to demonstrate statistical improvement in refugee student scores in English language proficiency, mathematics, language arts, and/or high school graduation rates.</li> </ul>
c. (3 points) PG. 13-14 of RFA	0 <b>For an application that demonstrates</b>	.5 <b>For an application that demonstrates</b>	1 <b>For an application that demonstrates</b>	2 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>
	<ul style="list-style-type: none"> <li>No evidence of evaluation plan and corresponding interventions to show movement toward program goals.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence of evaluation plan and corresponding interventions to show movement toward program goals.</li> </ul>	<ul style="list-style-type: none"> <li>Fair evaluation plan and corresponding interventions to show movement toward program goals.</li> </ul>	<ul style="list-style-type: none"> <li>Good evaluation plan and corresponding interventions to show movement toward program goals.</li> </ul>	<ul style="list-style-type: none"> <li>Strong evaluation plan and corresponding interventions to show movement toward program goals.</li> </ul>

## APPENDIX B

### APPLICATION SCORING RUBRIC

<b>5. Budget (5 Points Maximum)</b>					<b>TOTAL SCORE:</b>
	0 <b>For an application that demonstrates</b>	.5 <b>For an application that demonstrates</b>	1 <b>For an application that demonstrates</b>	2 <b>For an application that demonstrates</b>	3 <b>For an application that demonstrates</b>
a. (3 points)  PG. 14-16 of RFA	<ul style="list-style-type: none"> <li>No correlation between proposed expenditures and program activities.</li> </ul>	<ul style="list-style-type: none"> <li>Little correlation between proposed expenditures and program activities.</li> </ul>	<ul style="list-style-type: none"> <li>Some correlation between proposed expenditures and program activities.</li> </ul>	<ul style="list-style-type: none"> <li>Good correlation between proposed expenditures and program activities.</li> </ul>	<ul style="list-style-type: none"> <li>High correlation between proposed expenditures and program activities.</li> </ul>
b. (1.5 points)  PG. 14-16 of RFA	<ul style="list-style-type: none"> <li>No evidence expenditures are commensurate with proposed program activities/services.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence expenditures are commensurate with proposed program activities/services.</li> </ul>	<ul style="list-style-type: none"> <li>Some evidence expenditures are commensurate with proposed program activities/services.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence expenditures are commensurate with proposed program activities/services.</li> </ul>	<ul style="list-style-type: none"> <li>High evidence expenditures are commensurate with proposed program activities/services.</li> </ul>
c. (.5 points)  PG. 14-16 of RFA	<ul style="list-style-type: none"> <li>No evidence funds and services will be used to supplement rather than supplant local, state, and federal funds.</li> </ul>	<ul style="list-style-type: none"> <li>Little evidence funds and services will be used to supplement rather than supplant local, state, and federal funds.</li> </ul>	<ul style="list-style-type: none"> <li>Some evidence funds and services will be used to supplement rather than supplant local, state, and federal funds.</li> </ul>	<ul style="list-style-type: none"> <li>Good evidence funds and services will be used to supplement rather than supplant local, state, and federal funds.</li> </ul>	<ul style="list-style-type: none"> <li>High evidence funds and services will be used to supplement rather than supplant local, state, and federal funds.</li> </ul>

## APPENDIX C

### CALIFORNIA PUBLIC RECORDS ACT INSTRUCTIONS

The Public has a right to inspect and/or obtain copies of public records maintained by state and local agencies pursuant to the California Public Record Act (CPRA). While many records are accessible, the CPRA as well as other statutes may protect (exempt) records from disclosure, including but not limited to, confidential records such as medical records, investigative records, private information about other people (such as foster families), trade secrets, advice from lawyers, records in connection with pending litigation, etc. The California Department of Social Services (Department) must review requested records to determine if an exemption applies before a record may be inspected or copied. In addition, many records are readily available on the Department website at [www.cdss.ca.gov](http://www.cdss.ca.gov).

**Request for Inspection or Copies of Public Records:** In order to help the Department provide records promptly, requestors should provide specific information about the records they seek. When a record cannot be identified by name, the requestor should attempt to be as specific as possible in describing the record, based on its content. If known, requestors should indicate the office, division, branch, or section of the Department that created or maintains the records. When a request is not sufficiently specific, Department staff will help the requestor identify the information, describe how the records are maintained or their physical location, and provide suggestions on how to overcome practical barriers to disclosure. The Department does not supplement responses to previous requests when new records are created or received. A separate request must be submitted each time records are sought.

To ensure accuracy in responding to a request for public records, the Department encourages the submission of all requests in writing. Requests can also be made orally, by telephone, or in person at a public counter in one of our offices. Please direct all requests to:

California Department of Social Services  
Legal Division  
ATTN: PRA Request  
744 P Street, MS 8-5-161  
Sacramento, CA 95814  
Fax: 916-654-1171  
Email: [PRARrequest@dss.ca.gov](mailto:PRARrequest@dss.ca.gov)

You may call to inquire about the filing a Public Records Act request or about the status of a current request at (888) 422-3120.

**Response Time:** Public records in the possession of the Department that are not exempt from disclosure shall be available for inspection during normal business hours of the Department (8:00 am – 5:00 pm, Monday through Friday). If the requestor seeks inspection of numerous records, a mutually agreeable time shall be established for inspection. Departmental function will not be suspended to permit the inspection of

## APPENDIX C

records, and records will not be available for inspection during periods when Department personnel in the performance of their duties require the records. Records will not be removed from the possession of the Department. A Department employee will be present during the inspection of records.

Some simple requests can be satisfied immediately, others may require more time. Regardless, records that are not exempt from disclosure shall be available in a reasonable period of time. The Department will notify you within ten days of receipt of your request if the Department has records that can be disclosed, in whole or in part. Under some circumstances the Department is allowed up to 14 additional calendar days to determine what records exist and what can be disclosed. By the end of this period, the Department will notify you whether and when records will be produced. If some or all of the records you requested cannot be released because they are exempt under law, the Department will let you know what exemptions apply.

**Fees:** There is no charge for records copied if the requestor uses their own equipment on the premises. If the Department makes copies, the requester must pay \$0.20 per page. However, charges are waived if the request is limited to 49 pages per month. A minimum charge of \$10.00 will apply for any amount of pages 50 or more and must be received in advance. This fee applies to all requests for paper copies. (Example: If the request were for 51 pages the charge would be \$10.20 and \$0.20 for each additional page.) If the records exist in electronic form and the requester prefers that format, the Department can copy the documents onto a CD or DVD. The Department shall make electronic records available in the format requested IF the requested format is one used by the Department to create copies for its own use or for other departments, and if the security or integrity of the original is not jeopardized or compromised. Different charges may apply to records in electronic form; we will inform you of those before they are incurred. You will need to pay either by check or money order made payable to "Department of Social Services – PRA Request" and send payment to the same address as above before the Department commences with work.

## Appendix D

### PROPOSED BUDGET Refugee School Impact Grant Budget Year 2014-2015

District Name: \_\_\_\_\_

*Instructions: Complete the Proposed Budget below to calculate the total budget for the school district's RSIG program.*

*•In addition to the Proposed Budget detailed below, the applicant must include a completed **Budget Detail and Justification form on the following sheet.***

*•Purchase of any electronic devices or computer-related software **is limited.***

Budget Categories	Proposed Budget
1. Personnel (Certificated and Classified)	\$0
2. Fringe Benefits	\$0
3. Substitutes	\$0
4. Travel	\$0
5. Instructional Supplies and Materials	\$0
6. Equipment and Other Supplies ( <i>AutoSum = i. - v.</i> )	\$0
<i>i. Handheld Electronic Devices (iPod, iPad, tablets, MP3 players, Android devices, e-readers)</i>	\$0
<i>ii. Computers Devices (computers, laptops, tablets, printers, copiers, etc.)</i>	\$0
<i>iii. Other Equipment</i>	\$0
<i>iv. Other Material</i>	\$0
<i>v. Other Supplies</i>	\$0
7. Other (Specify: _____)	\$0
8. Total Direct Charges (sum of 1-7)	\$0
9. Indirect Charges	+ \$0
10. TOTAL (sum of 8 and 9)	= \$0

*\* Federal funds may be released incrementally by the United States Government. The funding of any increment of the Grantee's grant is contingent upon the State's receipt of the final award and funding of the federal grant. In the event federal funds are not awarded in part or in full, the Scope of Work shall be amended to reflect any reduction of funds.*

## APPENDIX D

### BUDGET DETAIL AND JUSTIFICATION Refugee School Impact Grant Budget Year 2014-2015

**District Name:** \_\_\_\_\_

*Instructions: The applicant must complete the Budget Detail and Justification form and include it with the Proposed Budget.*

- Under the Budget Justification column, provide a detailed justification (per unit if applicable) for each of the budgeted line items, linking the use of funds to RSIG program goals, outcomes, and objectives and show the calculations used to arrive at the total projected costs figures.
- Under the Program Activity column, specify the benefiting program activity(ies) associated with the budget line item.
- Purchase of any electronic devices or computer-related software ***is limited***.
- Each justification should illustrate how the particular expenditures support the implementation of the program as described in the program narrative.
- Funds must be expended by **August 14, 2015.**

Budget Categories	Proposed Budget	Budget Justification	Program Activity
1. Personnel	\$0		
2. Fringe Benefits	\$0		
3. Substitutes	\$0		
4. Travel	\$0		
5. Instructional Supplies and Materials	\$0		
6. Equipment and Other Supplies (AutoSum = i. - v.)	\$0		
<i>i. Handheld Electronic Devices (iPod, iPad, tablets, MP3 players, Android devices, e-readers)</i>	\$0		



**APPENDIX D**

**BUDGET DETAIL AND JUSTIFICATION  
Refugee School Impact Grant  
Budget Year 2014-2015**

<i>ii. Computers Devices (computers, laptops, tablets, printers, copiers, etc.)</i>	\$0		
<i>iii. Other Equipment</i>	\$0		
<i>iv. Other Material</i>	\$0		
<i>v. Other Supplies</i>	\$0		
7. Other (Specify: _____)	\$0		
8. Total Direct Charges (sum of 1-7)	\$0		
9. Indirect Charges	\$0		
District Name: _____	\$0		

*\* Federal funds may be released incrementally by the United States Government. The funding of any increment of the Grantee's grant is contingent upon the State's receipt of the final award and funding of the federal grant. In the event federal funds are not awarded in part or in full, the Scope of Work shall be amended to reflect any reduction of funds.*

## APPENDIX E

### CONTACT INFORMATION Refugee School Impact Grant Program Year 2014-15

Name of Applicant: \_\_\_\_\_

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Program Contact Person: \_\_\_\_\_

Title/Office: \_\_\_\_\_

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

#### Authorized Representative/Designee Information:

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

Title/Office: \_\_\_\_\_

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

X _____ <i>Authorized Representative/Designee Signature</i>	_____ <i>Date</i>
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## APPENDIX F

### STUDENT ENROLLMENT METHODOLOGY FORM Refugee School Impact Grant Program Year 2014-15

Name of Applicant: \_\_\_\_\_

County: \_\_\_\_\_

School District: \_\_\_\_\_

Enter the number of refugee students enrolled according to the single method used to determine the number of refugee students enrolled.

Method 1: Actual number based on verified documentation \_\_\_\_\_

Method 2: Estimation based on foreign-born data (include **Appendix G**) \_\_\_\_\_

Method 3: Survey results indicating refugee (Include **Appendix G**) \_\_\_\_\_

Method 4: Other (Please describe.) \_\_\_\_\_

Based on the results of the method chosen to identify refugee students, what is the total number of refugee students enrolled in the school district?

\_\_\_\_\_



**APPENDIX H**  
**COLLABORATION FORM**  
Refugee School Impact Grant  
Program Year 2014-15

Name of Applicant: \_\_\_\_\_

County: \_\_\_\_\_

**County Refugee Coordinator Information (CRC)**

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

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Resettlement Agency (RA)**

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

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

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Local Refugee Forum Meeting**

Name of Forum: \_\_\_\_\_

Address Where Meeting are Held: \_\_\_\_\_

Meeting Dates: \_\_\_\_\_ Meeting Times: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## APPENDIX H

### Local Refugee Service Providers

Service Provider #1: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Service Provider #2: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Service Provider #3: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: CA Zip: \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Information for additional service providers may be attached to this appendix.

# APPENDIX I

## ASSURANCE FORM Refugee School Impact Grant Program Year 2014-15

I certify that the information in this Assurance Form is accurate and complete.

- Our RSIG program will identify and provide educational services to eligible refugee students as defined in 45 Code of Federal Regulations Sections 400.43, 401.2, 400.208 and other relevant statutes; and will maintain copies of federal documentation as described in State Letter 00-17 verifying eligibility of participants and make these copies available for review and/or audit by the United States (U.S.) Department of Health and Human Services, Administration for Children and Families (DHHS/ACF), the federal Office of Refugee Resettlement (ORR), and the California Department of Social Services (CDSS).
- Federal funding is available for a state's expenditures for assistance and services to a family unit which includes a refugee parent or two refugee parents and one or more of their children who are non-refugees, including children who are U.S citizens. Federal funding is not available for a state's expenditures for assistance and services provided to a non-refugee adult member of a family unit or to a non-refugee child or children in a family unit if one parent in the family unit is a non-refugee. Further information on eligible RSIG participants and acceptable documentation is available at: [http://www.acf.hhs.gov/programs/orr/about/What\\_We\\_Do.htm](http://www.acf.hhs.gov/programs/orr/about/What_We_Do.htm)
- Our RSIG program will collaborate, and maintain records of collaboration, with the County Refugee Coordinator, one resettlement agency, and three service providers. We will also regularly attend the local refugee forum meeting if one meets in our area. The records will be available for review and/or audit by DHHS/ACF, ORR, and/or CDSS, and/or the representatives or designees of these departments.
- Our RSIG program will maintain complete documentation of program activities and expenditures. The records will be available for review and/or audit by DHHS/ACF, ORR, and/or CDSS, and/or the representatives or designees of these departments.

I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient to the certification described above. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California. In addition, I certify that, to the best of my knowledge, the information contained in this application is complete and correct.

---

Printed Name of Authorized Representative or Designee

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Title

---

Signature of Authorized Representative or Designee

---

Date

---

Name of Applicant

## APPENDIX J

### DEBARMENT AND SUSPENSION CERTIFICATION

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#### CERTIFICATION

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*I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

GRANTEE/BIDDER ORGANIZATION NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
GRANTEE/APPLICANT ORGANIZATION'S MAILING ADDRESS	

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The grant recipient named above hereby certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under the Refugee School Impact Grant, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The applicant also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov/>) (Executive Order 12549, 7 CFR Part 3017, and 44 CFR Part 17).



## APPENDIX K

### DRUG-FREE WORKPLACE CERTIFICATION

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#### CERTIFICATION

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*I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

GRANTEE/BIDDER ORGANIZATION NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)

GRANTEE/APPLICANT ORGANIZATION'S MAILING ADDRESS

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The grant recipient named above hereby certifies compliance with California Government Code Section 8355 and the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended), as defined at 45 CFR Subtitle A, Part 84, Section 82.100, in matters relating to providing a drug-free workplace. The above named grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The Grantee's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs.
  - (d) Penalties that may be imposed upon employees for drug abuse violations.

## APPENDIX K

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement.
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the grant.
  - (c) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
4. Notify the agency in writing within 10 calendar days after receiving notice under paragraph (3) (c) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
5. Take one of the following actions, within 30 calendar days of receiving notice under paragraph (3) (c) with respect to any employee who is so convicted:
  - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

## APPENDIX L

### NONDISCRIMINATION CLAUSE

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#### CERTIFICATION

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*I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

---

OFFICIAL'S NAME

---

DATE EXECUTED

EXECUTED IN THE COUNTY OF

---

PROSPECTIVE GRANTEE'S SIGNATURE

---

PROSPECTIVE GRANTEE'S TITLE

---

PROSPECTIVE GRANTEE'S LEGAL NAME

- 
1. During the performance of this grant, the Grantee and its subcontractors shall not unlawfully deny the Grant's benefits to any eligible recipient of services, on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  2. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
  3. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
  4. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  5. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the original Grant.

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ORGANIZATION NAME

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## **APPENDIX L**

The organization named above (hereinafter referred to as "prospective Grantee") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective Grantee agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

## APPENDIX M

### PRIVACY, SECURITY, AND CONFIDENTIALITY

If, in the course of carrying out this work, the Grantee gathers or processes personal (private) information, Grantee must provide written assurance that the data will be managed in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g), and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to: name, telephone, e-mail account, address, date of birth, immigration status, and social security number.

There are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code section 11140-11144, 13301-13303, Civil Code section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.) Grantee shall instruct all employees with access to confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, and the Penal Code section 502.

In addition, the Grantee will be expected to demonstrate that it has taken specific steps to ensure the data are kept secure and confidential as evidenced by, at a minimum, the following:

- Each and every employee, subcontractor or other person who has access to personal information is required to sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- Personal data, while being transmitted electronically, must be encrypted.
- Any repository for the data will be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.

Any security breach must be reported to the California Department of Social Services (CDSS) immediately within 24 hours of initial detection of any unauthorized access, use, and disclosure of information. Notification shall be reported by telephone or email to:

Information Security Officer  
916-654-0910  
[iso@dss.ca.gov](mailto:iso@dss.ca.gov)

CDSS considers mailing information (including e-mail address) to be personal (private). As such, if the Grantee asks a person for his or her mailing information, the Grantee must make it clear to the person providing the information whether the information will be shared with any organization other than CDSS and the Grantee. In addition, the Grantee will provide the person providing the mailing information an "opt-out" (i.e. the person can elect to not have his or her mailing information shared with organizations outside of CDSS and the Grantee).

## APPENDIX M

### California Department of Social Services (CDSS) Confidentiality and Security Requirements

#### I. GENERAL REQUIREMENTS

These requirements provide a framework for maintaining the confidentiality and security of Confidential Data compiled for the CDSS. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other contract provisions, contractors shall be responsible for maintaining the confidentiality and security of CDSS confidential and sensitive data. No exceptions from these policies shall be permitted without the explicit, prior, written approval of CDSS. All information security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of the Agreement.

#### II. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

**Audit Trail:** Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g., failed or successful authentication, or user terminated) and the record and field modified.

**Confidential Data:** Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of “confidential information” include, but are not limited to, public social services client information described in California Welfare and Institutions Code section 10850, and “personal information” about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Confidential data include personal identifiers.

**De-Identification:** Removal of personal identifiers. Personal information does not include publicly available information that is lawfully made available to the general public.

**Information Assets:** Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).

**Information Security Incidents:** Information Security incidents include, but are not limited to, the following; any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets.

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**Personal Identifiers:** Are specific personal identifiers such as name, social security number, address, date of birth, driver's license numbers, and account numbers with access codes.

**Risk:** The likelihood or probability that a loss of information assets or breach of security will occur.

### III. DATA SECURITY

#### A. Access to CDSS Data

1. Request and Re-disclosure: All contractors seeking access to confidential CDSS data files shall request access from CDSS. The contractor shall not re-disclose or re-release CDSS confidential data.
2. Referral for Request: The contractor shall refer any persons not affiliated with the contractor, nor included under this contract with CDSS, to CDSS to request access to the confidential data.

#### B. Data Security Requirements

1. Contractor Responsibility: The contractor and its subcontractors, if any, are responsible for security of the CDSS confidential data.
2. Protection of Data: The contractors and its subcontractor, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.
3. General Requirements: The contractor and its subcontractors, if any, shall:
  - a. Confirm the identity of any individual who has requested confidential or sensitive data.
  - b. When there is a business need to discuss confidential CDSS information within the office, discuss the information in an enclosed room, if possible.
  - c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet access after de-identification of the data shall include, but not be limited to the following protections; (1) auditing usage of dial-up communications and Internet access for security violations, (2) periodically changing dial-up access telephone numbers, and (3) responding to losses, misuse or improper dissemination of information. Refer to Information Security Incidents for notification required in response.

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- d. Not use or store CDSS confidential data on portable or wireless devices. For purposes of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, and wireless devices including cellular phones with data storage capability.
4. Data Transmission
- a. General Requirement: The contractor shall ensure the confidentiality of CDSS data transmission.
  - b. Data transferred via tape, optical media, or cartridge: Confidential data that is transferred on tapes, optical media, or cartridges shall be encrypted. The contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
  - c. Data transferred electronically: All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in access by the contractor. These accounts shall maintain an audit trail. Their accounts are to be accessible to a limited number of contractor and/or subcontractor staff. No other accounts on contractor's computers may have access to this account. The contractor's and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from contractor machines shall be encrypted. The contractor may not transfer CDSS confidential data via FTP without the approval of CDSS.
  - d. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
  - e. Data transferred via fax: CDSS confidential data may not be transmitted by fax. CDSS non-confidential information may be transmitted by fax, provided that the contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients



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if the contractor's fax number changes, and maintains fax machines in a secure area.

### 5. Physical Security

The contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance of this contract, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

- a. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.
- b. Logging the identity of persons having access to restricted facilities and the date and time of access.
- c. Restricting the removal of CDSS confidential data from the work location.
- d. Placement of devices used to access CDSS confidential data in areas not open to the public. For purposes of this requirement, "devices" shall include, but not be limited to, dumb terminals, personal computers and printers.

### 6. Storage

CDSS confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that an unauthorized person cannot retrieve the information by computer, remote terminal or other means.

### 7. Encryption

The contractor shall encrypt CDSS confidential data, whether for transmission or in storage, using non-proprietary, secure generally-available encryption software. Proprietary encryption algorithms shall not be acceptable. Passwords or biometrics templates used for user authentication shall be encrypted using data encryption standard, or better, one-way only encryption. Data encryption shall meet the National Institute of Standards and Technology Advanced Encryption Standard. Data encryption shall equal or exceed 128-bit key encryption. A documented security plan is required for encryption key management.

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### 8. De-Identification of Data

- a. Assignment of Unique Identifier: The contractor shall remove personal identifiers from CDSS confidential data and substitute unique identifiers, within 30 days of receipt of the CDSS confidential data.
- b. No connection before de-identification: CDSS confidential data that includes personal identifiers shall not be used or stored in a device connected to the Internet or to a local area network, or dial-up communication until the personal identifiers have been removed from the data.
- c. Return or destruction of confidential data upon de-identification: CDSS confidential data shall be returned to CDSS upon completion of de-identification or destroyed in accordance with this Agreement, no more than 30 days after completion of de-identification.

### C. Network Security Requirements

The contractor shall provide the following electronic access measures at a minimum:

1. A notification at initial logon that unauthorized access is prohibited by law.
2. An audit trail.
3. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.
4. A limited access to data to those authorized employees of the contractor who have a functional requirement to use the data.
5. The revoking of access from a user after three unsuccessful access attempts.
6. A security manual or package, which shall adequately protect against loss or unauthorized (accidental or intentional) access, use, disclosure, modification, or destruction of data. All proposed changes to programs, network systems, connectivity and storage of CDSS data shall be provided to CDSS for review prior to implementation.
7. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.

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8. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.
9. An automated log-off or time-out from all networked systems that contain confidential CDSS information when the user leaves the work area for a ten-minute period of time.

### **D. Ownership and Destruction of Confidential Data**

1. Ownership and Return or Destruction: All data used, compiled, developed, processed, stored, or created under this contract is the property of CDSS. All such data shall either be returned to CDSS in an agreed upon format within 30 days of termination of the contract or destroyed. If the data is returned, the contractor shall provide CDSS with the media and an inventory of the data and files returned.
2. Methods of Destruction: The contractor shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing personal identifiers shall be destroyed. The contractor shall use wipe software on all the hard drive surfaces of computers used to process or store CDSS confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this contract and a letter of confirmation shall be provided to CDSS detailing when, how, and what CDSS data was destroyed.

### **E. Contractor Staff**

1. Former Employees: The contractor shall ensure that confidential data are not accessible to former employees of the contractor.
2. Employee Authorization: The contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The contractor's security systems administrator designated pursuant to this Agreement shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

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### F. Information Security Incidents

1. Notification: The contractor shall notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined above, immediately upon detection. Information security incidents shall be reported by telephone to:

Rayfield Scott  
Information Security Officer  
California Department of Social Services  
744 P Street, M.S. 9-9-70  
Sacramento, CA 95814  
(916) 651-5558 or  
(916) 654-0910

2. Cooperation: The contractor shall cooperate in any investigations of information security incidents.
3. Isolation of system or device: The system or device affected by an information security incident, and containing CDSS confidential data, shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied. The affected system or device, containing CDSS confidential data, shall not be returned to operation until CDSS gives its approval.

### G. Confidentiality Statements

1. Requirement: All staff of the contractor with actual or potential access to CDSS confidential data shall read and sign a Confidentiality Agreement. (See section IV.)
2. Supervisory Review: The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.
3. Submission: The signed original Confidentiality Agreements shall be submitted to the CDSS Project representative. The contractor shall notify CDSS immediately of the appointment or separation of an employee who has been authorized access to CDSS confidential data.
4. Annual Notification: The contractor shall provide to CDSS, in January of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

### H. Security Systems Administrator Duties

1. Designation: The contractor shall designate a single person as the security systems administrator. The name of the individual so designated shall be supplied to CDSS.

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2. **Access Control:** The security systems administrator shall have the ability to change or remove any computer access authorization of an individual having access to the system at any time.
3. **Employee Verification:** The contractor shall verify that the employee who performs the duties of the security systems administrator is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.
4. **Vulnerability Assessments and Mitigation Validation:** The security systems administrator shall assess system security vulnerabilities and validate mitigation actions performed and shall disable all applications, components, and services that are not required for performance of the contract with CDSS. This assessment shall be provided in writing to the contract administrator along with a description of corrective actions.
5. **Security Patches and Upgrades:** The security systems administrator shall ensure that security patches and upgrades released by the respective manufacturers of the components of the information assets used to process CDSS confidential data are promptly applied to the components. Patches and upgrades downloaded from public networks shall be applied only if digitally signed by the source and only after the security systems analyst has reviewed the integrity of the patch or upgrade.

### **I. Risk Analysis/Contingency Plans**

1. The contractor shall carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the contractor that are used to process or store CDSS confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders; fire, flooding, and electrical disturbances and loss of data communications capabilities. The contractor shall advise the CDSS or its designated agent of any vulnerability that may present a threat to CDSS confidential data and of the specific safeguards used for protecting CDSS confidential data. The contractor shall take the necessary steps to protect CDSS confidential data.

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2. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular backup of automated files and databases, secure storage, recovery, and restarting planning procedures.

### **J. Rules of Aggregation**

1. Requirement: "Aggregated," as used in this subsection, refers to a data output report that does not allow identification of an individual. All reports developed by the contractor shall contain CDSS confidential data only in aggregated form. Personal identifiers should be removed, geographic identifiers should be specified only in large areas, and as needed, variables should be recorded in order to protect confidentiality. No disaggregate data identifying individuals shall be released to outside parties or to the public.
2. Pre-Release Edits: The data system of the contractor shall have prerelease edits, which shall not allow the production of data cells that do not comply with the requirements of this section.
3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be five participants for any data table released to outside parties or to the public.

### **K. Security Plans**

1. Submission: When required, the contractor shall submit a written security plan to CDSS prior to receipt of CDSS confidential data. The security plan shall address the methods and processes the contractor will use to meet the security and confidentiality requirements of this Agreement. CDSS will not release CDSS confidential data to the contractor before CDSS approval of the contractor's security plan.
2. Maintenance/Signature: The contractor shall maintain continuous compliance with its approved security plan. The contractor shall secure prior CDSS approval for any changes to its approved security plan. CDSS may require the contractor to amend its security plan as a condition of continued receipt or use of CDSS confidential data. The security plans shall be signed by the contractor and person(s) responsible for the contractor's system administration.

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### CONFIDENTIALITY AGREEMENT

I (please print), \_\_\_\_\_ an employee of

(please print) \_\_\_\_\_ hereby acknowledge that the California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850 California Penal Code section 11167.5, 45 Code of Federal Regulations 205.50, and 1798.24 of the Civil Code relating to research.

I (initial) \_\_\_\_\_ acknowledge that my supervisor, or the data librarian, has reviewed with me the appropriate provisions of both State and federal laws including the penalties for breaches of confidentiality.

I (initial) \_\_\_\_\_ acknowledge that my supervisor or the data librarian has reviewed with me the confidentiality and security policies of the CDSS.

I (initial) \_\_\_\_\_ acknowledge that my supervisor or the data librarian has reviewed with me the policies of confidentiality and security of our organization.

I (initial) \_\_\_\_\_ acknowledge that unauthorized use, dissemination or distribution of CDSS confidential information is a crime.

I (initial) \_\_\_\_\_ hereby agree that I will not use, disseminate or otherwise distribute confidential records or said documents or information either on paper or by electronic means other than in the performance of the specific research I am conducting.

I (initial) \_\_\_\_\_ also agree that unauthorized use, dissemination or distribution is grounds for immediate termination of my organization's Contract/Memorandum of Understanding/Agreements with the CDSS and may subject me to penalties both civil and criminal.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds.

- (1) For agreements with Contractors who are state entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with their federal grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- (2) This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

GRANTEE/BIDDER ORGANIZATION NAME	FEDERAL ID NUMBER
BY ( <i>Authorized Signature</i> )	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
GRANTEE/APPLICANT ORGANIZATION'S MAILING ADDRESS	



## APPENDIX O

### GENERAL TERMS AND CONDITIONS AND SCOPE OF WORK Refugee School Impact Grant

#### BACKGROUND

The United States (U.S.) Department of Health and Human Services/Administration for Children and Families (DHHS/ACF), Office of Refugee Resettlement (ORR) has awarded the Refugee Program Bureau (RPB) of the California Department of Social Services funding for the Refugee School Impact Grant (RSIG) for the period of August 15, 2014 through August 14, 2015 to provide supplemental educational/support services to school-age refugee children. The RPB is awarding grants to up to eight school districts for the provision of services in the following eligible counties: Alameda, Los Angeles, Orange, Sacramento, San Diego, San Francisco, Santa Clara, and Stanislaus.

The RSIG program is authorized by section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (8 U.S.C. 1522 (c)(1)(A)), as amended. The RSIG program is designed to support local school systems impacted by significant numbers of newly-arrived refugee children. The primary focus of the RSIG is to help newly-arrived refugee school-age children who are making major initial adjustments and school-age children who have been in the U.S. for three years or less and face persistent and continuing challenges in school. The term refugee is used to encompass the following immigration statuses: (a) refugees; (b) asylees; (c) Cuban and Haitian entrants; (d) certain Amerasians from Vietnam; (e) victims of a severe form of trafficking who receive certification or eligibility letters from ORR and certain other specified family members of trafficking victims; (f) children classified as Special Immigrant Juveniles (SIJs) receiving services from ORR-funded Unaccompanied Refugee Minor (URM) programs; and (g) Iraqi and Afghan children with a Special Immigrant Visa (SIV). Individuals with the aforementioned immigration statuses are eligible for services under the RSIG program. For more information on state data on refugee children arrivals, ages 5 to 18, for FY 2010 through FY 2012, please visit the ORR website at [www.acf.hhs.gov/programs/orr/programs/school-impact/about](http://www.acf.hhs.gov/programs/orr/programs/school-impact/about). Additionally, in California, the school age of a child may exceed 18 in certain circumstances, provided the child remains enrolled in high school full time.

The successful applicant (Grantee) of the award, pursuant to the RSIG, agrees and understands that as a condition of funding, the Grantee must provide the services as described in Scope of Work, the services described in the submitted application, and comply with the Terms and Conditions of this Grant. If the Application of the Grantee and the RPB's Scope of Work or the Terms and Conditions are in conflict, the RPB's Scope of Work or Terms and Conditions, as applicable, shall apply.

#### A. SCOPE OF WORK

##### I. THE PARTIES

This Standard Agreement is between Grantee and the RPB. No obligation exists to make an award or provide RSIG funds until a Cooperative Agreement is signed by the

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grantee's agent, with the authority to sign on the Grantee's behalf, and the RPB; and subsequently approved by the RPB.

### II. Term

Grantee submitted a request for funding for the August 15, 2014 to August 14, 2015 grant period by the due date specified and in compliance with the RPB Request for Applications (RFA) specifications. Funding is subject to the RPB receipt of funding from the ORR and satisfactory progress of RSIG programs.

### III. GRANTEE'S RESPONSIBILITIES

The Grantee shall:

- A. Undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Scope of Work and the Grantee's approved application for funding.
- B. Identify and serve eligible refugee students as defined above in the Background Section, in Title 45 CFR Parts 400.43 and 401.2 or other relevant statutes, regulations, and guidelines.
- C. Use the funds from of the RSIG to provide allowable supplementary educational activities and support services to eligible refugee students.
- D. Maintain copies of federal documentation, as listed in State Letter 00-17, that verifies eligibility of participants and make these copies available for review and/or audit by the DHHS/ACF, ORR, and RPB. The State Letter 00-17, available at [www.acf.hhs.gov/programs/orr/policy/sl00-17.htm](http://www.acf.hhs.gov/programs/orr/policy/sl00-17.htm), is incorporated by reference.
- E. Collaborate and provide evidence of collaboration as instructed by the RPB with the county refugee coordinator (CRC), resettlement agency (RA), and service providers. This collaboration must be documented as on-going, and serve as a critical component to the program's design, implementation, and operations. (Grantees are also required to attend the local refugee forum meetings if forum meetings are held in the area.)
- F. Provide to the RPB prompt and unrestricted access to any documentation, files, reports, materials, or data assembled/developed by Grantee for the RSIG, and maintain the following:
  1. Individual student files that include, but are not limited to, the following performance measures and documentation:
    - a. English language and math grades, standardized testing, and/or pre-post test results that, to the extent possible, measure the impact of RSIG activities on the refugee student;

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- b. School/RSIG program attendance records; and
  - c. Acceptable documentation of participants' eligibility for RSIG services.
2. Complete records of program activities and expenditures of the RSIG that include, but are not limited to, the following performance measures:
- a. Number of students served by activity;
  - b. Number of students projected to complete/completed grade level or graduation requirements;
  - c. School/RSIG program attendance records;
  - d. Documentation of the provision of services; and
  - e. Evidence of collaboration with CRCS, RAs, and service providers.
- G. Expend RSIG funds only for those activities that are allowed under the grant award, including but not limited to (unless prior written approval from the RPB has been obtained by the Grantee) the following:
1. Supplemental English-as-a-Second Language instruction;
  2. Development and use of school curricula that encourage optimum learning and acquisition of necessary skills;
  3. After-school tutoring programs focused on helping refugee students understand and complete assignments;
  4. After-school/summer programs that support remedial work or promote school readiness;
  5. Parental involvement programs;
  6. Mentoring;
  7. Interpreter services for parent/teacher meetings and conferences;
  8. Services of bilingual/bi-cultural counselors and aides;
  9. Staff training on refugees' culture and use of English as a Second Language teaching materials;
  10. Utilization of modern technology deemed to speed up English language acquisition and other school related skills;
  11. Utilization of special educational materials proven to help children with learning disabilities;
  12. Evaluation of the effectiveness/outcomes of the services provided; and
  13. Other activities pre-approved in writing by the RPB prior to implementation.
- H. Implement the program and expend the funds as described in the submitted and approved application unless permission is granted and pre-approved in writing by the RPB for any modifications of the implementation of the program, the services or the expenditure of funds.
- I. Provide RSIG Semi-Annual Progress Reports in the format and within the time frames specified by the RPB. The reporting periods and reporting dates are listed below:

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Period Covered	Due to RPB
08/15/2014 – 02/14/2015	02/28/2015
02/15/2015 – 08/14/2015	08/30/2015

**NOTE: These reports from the Grantee are an integral part of the state's ability to meet federal RSIG reporting requirements. Completion of reports is the Grantee's responsibility.**

- J. Provide RSIG Final Performance Reports in the format and within the time frame specified by the RPB.
- K. Submit the RSIG Final Performance Report, covering the two-year grant cycle, to the RPB by the due date specified.
- L. Provide RSIG Expenditure reports, school district invoices, and supporting documentation on a quarterly basis in the format and within the time frames specified by the RPB.
- M. Upon the request of the RPB, meet with the RPB staff as necessary regarding the operation of the RSIG program.
- N. Participate and present at conferences and workshops, at the request of the RPB, in order to (a) disseminate and share RSIG program knowledge and best practices, (b) network and exchange information with other organizations regarding the RSIG, and (3) disseminate information regarding federal grant activities.

### **B. GENERAL TERMS AND CONDITIONS**

Grantee shall:

- A. Abide by all requirements in the RSIG announcement, RFA, the approved school district application, the ORR funding notice, and any other requirements related to the RSIG program.
- B. Expend funds as described in the approved application unless prior written permission is granted by the RPB.
- C. Confidentially maintain student and eligibility records and make available for review by the United States (U.S.) Department of Health and Human Services/Administration for Children and Families (DHHS/ACF), ORR, and the RPB at all times.
- D. Maintain and manage records of participating RSIG students, program activities, and expenditures in accordance with all applicable federal and California state privacy

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laws. At a minimum comply with the Privacy, Security, And Confidentiality requirements (Appendix M).

- E. Certify, to the best of the Grantee's knowledge and belief, that the Grantee, and its sub-grantees, or subcontractors are not debarred or suspended from federal financial assistance programs and activities or proposed for debarment, declared ineligible or voluntarily excluded from participation in covered transactions by any federal department or agency. The Grantee also certifies that the Grantee, subgrantees, or subcontractors are not listed on the Excluded Parties Listing System ([www.sam.gov](http://www.sam.gov)).

### IV. RPB RIGHTS AND RESPONSIBILITIES

The RPB shall:

- A. Provide program consultation and technical assistance to the Grantee upon request. An RPB Grants Manager will be assigned to assist the Grantee. The Grants Manager will be the primary contact responsible for consultation and assistance to the project.
- B. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with grant requirements. The RPB may review data, eligibility documentation, materials, publications, curricula used by the project, etc., and all fiscal records related to the program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the RPB. The RPB's lack of reviews for performance, expenditures and service levels shall not be deemed as non-compliance with the grant requirements.
- C. Provide the Grantee with reporting forms and/or formats and time frames for submission of reports.
- D. Evaluate Grantee's semi-annual report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Grantees are to comply with the RPB' written response, including requested due dates for any additional information or required reports.
- E. Review all invoices submitted by Grantee for allowable costs and approve for payment as appropriate, as determined in the RPB's sole discretion, and conditioned on the availability of funds. In the event an audit establishes the costs were not allowable, the Grantee shall be responsible for the return of any improper or overpayment.
- F. Retain the right to modify the program and this Scope of Work based on the results of its evaluation and review. The RPB may use the results of the evaluation and monitoring review in future grant decisions. The evaluation shall include, but is not limited to grant compliance, effectiveness of planning, and program results.

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- G. Reimburse for necessary travel and transportation expenses costs must be in accordance with state rates found at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Expenses for out-of-state or international travel are not allowed.

### V. Mutual Responsibilities

- A. Amendments to the Scope of Work must be initiated in writing by either the RPB or the Grantee, and must be approved in writing by both parties, before any changes can be implemented.
- B. Upon its election to terminate either the Grantee or the PRB may do so without cause with 30 calendar days advance written notice by certified mail to other. The notification shall state the effective date of the termination. The RPB shall pay only the reasonable value of the satisfactory services rendered, as determined in the RPB's sole discretion, through the date of termination. Unexpended advance funds that are subject to reimbursement shall be returned to CDSS.
- C. Each shall give to the other party five (5) day prior written notice of a change in the Project Representative.
- D. Each represents and avers that by signing this Standard Agreement the individual signing has the authority to enter into the agreement on behalf of the school district Grantee or the RPB, respectively.
- E. The confidentiality and security requirements of the Agreement survive the expiration or termination of the RSIG.
- F. Participate in a dispute resolution process that includes:
1. Grantee Raises Issue(s) for Resolution
    - a. The Grantee should first informally discuss the issue(s) with the RPB Grant Project Representative. If the issue(s) cannot be resolved informally, the Grantee must direct a letter identifying the grievance together with any evidence, in writing, to the RPB Bureau Chief.
    - b. The letter must state the issue(s) in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
    - c. Upon receipt of the issues in dispute the RPB Bureau Chief shall review and evaluate the information provided and reply.
    - d. The RPB Bureau Chief shall make a determination and respond in writing within ten (10) days of receipt of the initial grievance letter of Grantee School District Officer. The response letter shall include the decision and reasons therefore.

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e. Upon receipt of the response letter, the appropriate School District Officer of the Grantee shall respond in 10 (ten) days with an appeal. When appealing to the second level, the Grantee's School District Officer (Grantee) must prepare a detailed explanation of the reason for the appeal and the reason(s) for disagreement with the prior decision of the Branch Chief. The Grantee shall include with its appeal a copy of its original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director shall respond in writing within ten (10) working days of its receipt of the appeal. The response of the Deputy Director shall include the reasons supporting its decision, and shall be the final decision of the RPB.

### 2. RPB Raises Issue(s) for Resolution

- a. The RPB Grant Project Representative should first informally discuss the issue(s) with the Grantee's Project Representative. If the issue(s) cannot be resolved informally, the RPB Project Representative shall direct a letter identifying the grievance together with any evidence, in writing, to the applicable School District Officer. The letter shall include the issue(s) in dispute, the legal authority or other basis for the RPB's position and the actions sought.
- b. The Grant School District Officer shall respond to the letter within ten (10) days by submitting a detailed explanation addressing the issue(s) raised by the RPB and how the identified services or processes meet the requirements of the RSIG, including the Grantee's application and the Agreement; and/or provide a proposed corrective action plan to address specific inadequacies. A failure to reply to the initial letter of the RPB Project Representative shall be deemed acceptance of the facts stated in the letter. The lack of a response, depending on the seriousness of the issue(s) raised in the letter, may result in termination of the Agreement by the RPB or the withholding of reimbursements/payments until resolved. The response shall be directed to the RPB Bureau Chief and include a copy of the initial letter from the RPB Project Representative.
- c. The RPB Bureau Chief shall, within ten (10) days after receipt of the detailed explanation and/or proposed corrective action plan from Grantee's School District Officer notify the Grantee's School District Officer if it accepts or rejects the detailed explanation and/or corrective action plan. If the explanation and/or corrective action plan is insufficient the RPB Bureau Chief may request additional information, recommend additional measures in the

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- corrective action plan, or request a revised corrective action plan. If the Grantee fails to provide a revised corrective action plan or to respond as requested within seven (7) days, such failure may result in immediate termination of the RSIG and/or non-acceptance of submitted invoices for services. In the event of such termination, the CDSS shall pay all amounts due to the Grantee for all work that was accepted prior to termination.
- d. Upon receipt of the revised corrective action plan or the additional requested information, the RPB Bureau Chief shall determine within five (5) days whether it is accepted or rejected. Upon rejection, the RPB Bureau Chief shall direct a letter to the Grantee School District Officer that further non-compliance with the terms of the RSIG shall result in termination of the Agreement and/or non-acceptance of submitted invoices for services. In the event of such termination, the CDSS shall pay all amounts due to the Grantee for all work that was accepted prior to termination.

### VI. Budget Detail and Payment Provisions

#### A. Fiscal Provisions

1. Grantee shall perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 as mandated by the federal Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Failure to comply may be cause for disqualification from participating in the RSIG.
2. Grantee shall provide a copy of the annual A-133 financial and compliance audit report to the RPB within 30 days of receipt from the independent auditors by the school district. Grantees should report to the RPB of any significant A-133 audit findings. Failure to comply may be cause for disqualification from participating in the RSIG.
3. Grantee shall ensure that federal RSIG funds are expended in accordance with the uniform administrative requirements and cost principles of 45 CFR, Part 74 (Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-profit Organizations, and Commercial Organizations). Grantees are responsible for ensuring that RSIG funded activities comply with all applicable federal and state laws.
4. Grantee shall abide by the provisions of the Consolidated Appropriations Act, 2012 (Public Law 112-74), enacted December 23, 2011, which limits the salary amount that may be awarded and charged to DHHS/ACF grants and cooperative agreements. This law places a salary cap of \$179,700 on the executive salary that may be funded using RSIG monies. Awards funded under the RSIG may not be used to pay the salary, or any percentage of salary, to an individual for any amounts above the \$179,700 salary cap. Any portion of the salaries that is



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above the cap must be funded with other monies. This salary limitation also applies to subawards/subcontracts under an ACF grant or cooperative agreement. Additional information may be accessed at:

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ74/pdf/PLAW-112publ74.pdf> .

Payments in excess of the allowed amount cannot be paid with federal assistance funds.

5. Payments to the Grantee, as provided herein, shall be in compensation for Grantee's expenses incurred in the performance of the services under this Grant, including travel, unless otherwise expressly prohibited.
6. The maximum amount payable to Grantees shall not exceed the award amount for the two-year project period, subject to continued federal funding.
7. Grantee shall maintain accurate and complete financial records of costs and operating expenses. Such records shall reflect the actual cost of services described herein for which reimbursement is requested.
8. Upon satisfactory performance of the services provided by the Grantee under this Scope of Work, as determined in the RPB's sole discretion, the RPB agrees to pay or reimburse the Grantee when the invoice(s) is/are accepted by RPB for payment and invoiced expenses are in accordance with approved activities and the RFA.
9. Grantees will be reimbursed for services provided in accordance with the grant through the invoice process in accordance with CDSS and the State Controller's Office regulations and rules. The request for payment must include the RSIG Expenditure Report, invoice on official school letterhead, supporting documentation, and be submitted on a quarterly basis to the RPB.
10. Invoices provided by the Grantee shall be consistent with the Grantee's submitted and approved budget. RPB shall return invoices to the Grantee if the invoices are inconsistent with the approved budget.
11. Grantee may make changes to individual line items in the Budget, **subject to prior written approval by the RPB**. Changes to the line-item budget may be made if the Grantee adequately documents the need for change, the changes do not violate grant requirements, and the RPB provides prior written approval. Grantee shall submit a written request to the RPB project analyst for budget/program modification, explain the need for change(s), and specifically identify the item(s) to be reduced or increased, before such changes are made. Grantee and the RPB shall retain copies of the approval letter of the line item budget change; such letters shall be made a part of the grant file and numbered consecutively.
12. The RPB reserves the right to deny a request for reimbursement of any expenditure in excess of any line item in the budget.

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13. Purchase of any electronic devices or computer-related software (i.e., Computers Devices [computers, laptops, tablets, printers, copiers, etc.], Handheld Electronic Devices [iPod, iPad, Tablets, MP3 players, Android devices, e-readers], Rosetta Stone or other software programs, etc.) **is limited** and must be included in the original RSIG application and directly related to program activities.
- The purchase of such items must be consistent with the original RSIG and be documented to include the reason for the purchase (including the cost per unit, the number of units, the total cost, and a plan for specific use on the project), how it relates to the RFA, how it will be used in the classroom, how it benefits refugee students, and how the equipment will be disposed of or returned to RPB after the project ends.
  - After award, requests to purchase such items, in deviation from the original application, must be submitted in writing to RPB, is subject to the purchase requirements above, and must include the reason for the purchase, how it relates to the RFA, how it will be used in the classroom, how it benefits refugee students, and how the equipment will be disposed of after the project ends. The Grantee must obtain written RPB approval prior to the purchase. The RPB may not reimburse invoices that do not meet these requirements.

### B. Invoicing and Payment

1. The maximum amount payable to a Grantee shall not exceed the award amount for the two-year project period, subject to continued funding.
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the RPB agrees to reimburse the Grantee for said services.
3. Grantee shall submit the request for payment for the 2014-15 grant period using the RSIG Expenditure Report Form, along with an invoice on official school letterhead, and supporting documentation on a quarterly basis by the due dates below:

Period Covered	Due to RPB
08/15/2014 – 11/14/2014	12/01/2014
11/15/2014 – 02/14/2015	03/01/2015
02/15/2015 – 05/14/2015	06/01/2015
05/15/2015 – 08/14/2015	09/01/2015

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Invoices shall include the RPB Grant Number, and be signed by the authorized representative in blue ink, and submitted on district letterhead to:

California Department of Social Services  
Refugee Programs Bureau  
ATTN: KJ Evans  
744 P Street, MS 8-9-646  
Sacramento, CA 95814

4. Invoice payment will be conditioned upon the timely receipt by the RPB of the RSIG Semi-Annual Progress Reports and RSIG Final Performance Report from the Grantee within the specified due dates and in a manner acceptable by the RPB. If acceptable reports are not received or a request for extension of a due date has not been granted by the RPB, invoices will not be processed and will be returned to the Grantee.
5. Purchases of equipment, supplies, and other items in excess of \$500 must be accompanied with supporting documentation and must be included with the invoice for reimbursement. The RPB may not reimburse invoices that do not meet these requirements.
6. Minor corrections on invoices, such as mathematical errors, may be made by CDSS. Invoices that require major corrections, such as improper completion of the invoice, invoices without authorized signatures, or invoices which have been significantly altered, will not be processed and will be returned to the Grantee with an explanation of the problem and may delay payment of the invoice.
7. Final invoices for the entire two-year RSIG grant cycle must be submitted by **September 28, 2016**, 45 calendar days after the end of the grant period. Failure to comply with this provision will jeopardize payment unless the Grantee has received written approval of an extension from the RPB prior to the expiration of the 45-day period.

### C. Advancing Funds

1. The RPB agrees to advance a Grantee up to 25 percent of the total annual grant amount upon receipt of an advance request. The request for an advance shall be submitted in writing on official letterhead with an original signature in blue ink from an authorized or designated representative. No additional grant funds shall be provided until the RPB receives invoices reflecting expenses as allowed.

### D. State Budget Contingency Clause

1. It is mutually agreed that if a Budget Act of the current state fiscal year (SFY) and/or any subsequent SFYs covered under this Scope of Work does not appropriate sufficient funds for the program, this Scope of Work shall be of no further force and effect. In this event, the RPB shall have no liability to fund or reimburse Grantee whatsoever or to furnish any other consideration under this

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Scope of Work, and Grantee shall not be obligated to perform any provisions of this Scope of Work.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the RPB shall have the option to either cancel this Agreement with no liability occurring to the RPB, or offer an amendment to Grantee to reflect the reduced amount.
3. It is mutually understood that authority for the RPB to award grants and reimburse Grantees for allowable expenditures is dependent upon the appropriation of funds within a state Budget Act. As a result, funding will not be released to Grantees until such authority has been given by the passage/signing of the Budget Act.

### E. Federal Funds

1. This Scope of Work is valid and enforceable only if sufficient funds are made available to the RPB by the United States Government for the term of Scope of Work for the purposes of this program.
2. Federal funds may be released incrementally by the United States Government. The funding of any increment of the Grantee's grant is contingent upon the State's receipt of the final award and funding of the federal grant. In the event federal funds are not awarded in part or in full, this Scope of Work shall be amended to reflect any reduction of funds.
3. In addition, this Scope of Work is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress or any other federal regulations or guidelines issued by any federal agency which may affect the provision, terms, or funding of this Scope of Work in any manner.
4. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Scope of Work shall be amended to reflect any reduction of funds.