

## **GENERAL TERMS AND CONDITIONS AND SCOPE OF WORK**

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

By submitting the survey for Refugee School Impact (RSI) funding, the Contractors understands that as a condition of funding, successful participants agree to the following general terms and conditions and scope of work.

#### **GENERAL TERMS AND CONDITIONS**

1. Undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Scope of Work for the approved funding.
2. Abide by all requirements in the RSI announcement Letter (Dear Colleague Letter 16-07), RSI Survey, Request for Qualifications, and any other requirements related to the RSI program.
3. Expend funds as described in the RSI Survey unless prior written permission is granted by the California Department of Social Services, Refugee Programs Bureau (RPB).
4. Identify and serve eligible refugee students as defined in Title 45 Code of Federal Regulations (CFR) Sections 400.43 and 401.2, and other relevant statutes, regulations and guidelines, and keep student and eligibility records available for review by the United States (U.S.) Department of Health and Human Services/Administration for Children and Families (DHHS/ACF), Office of Refugee Resettlement, and the RPB at all times.
5. Maintain and manage records of participating RSI students, program activities, and expenditures in accordance with all applicable federal and California state privacy laws.
6. Use the funds from this program to provide allowable supplementary educational activities and support services to eligible refugee students.
7. Submit the RSI Trimester Progress Report to the RPB by the due dates specified.
8. Submit the RSI Final Performance Report, covering the two-year grant cycle, to the RPB by the due date specified.
9. Participate and present at conferences and workshops, at the request of the RPB, in order to (1) disseminate and share RSI program knowledge and best practices, (2) network and exchange information with other organizations regarding the RSI, and (3) disseminate information regarding federal grant activities.
10. Certify, to the Contractor's knowledge and belief, that the Contractor or any subcontractors are not debarred or suspended from federal financial assistance

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programs and activities or proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that the district or subcontractors are not listed on the Excluded Parties Listing System ([www.sam.gov](http://www.sam.gov)).

These provisions have no force or effect until a Standard Agreement Form is signed by both parties. A contract award is not legally in effect until approved by the RPB and the authorized school district agent.

The Standard Agreement may be terminated without cause by either party by giving 30 calendar days advance written notice by certified mail to the other party. 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.

### **SCOPE OF WORK**

The RSI 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 funding available under this program is designed to support local school systems that are impacted by significant numbers of newly-arrived refugee children. The primary focus of this grant 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 ORR has awarded the RPB funding for the RSI grant period of October 1, 2016 through September 30, 2017 to provide supplemental educational/support services to school-age refugee children. The RPB is awarding contracts to school districts for the provision of services in the following eligible counties: Alameda, Los Angeles, Orange, Sacramento, San Diego, Santa Clara, and Stanislaus.

### **I. THE PARTIES**

A. This Agreement is between the Contractors and the RPB.

### **II. CONTRACTORS' RESPONSIBILITIES**

The Contractors shall:

- A. Identify and serve eligible refugee students as defined in Title 45 CFR Sections 400.43 and 401.2 and other relevant statutes, regulations, and guidelines. 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.
- B. Collaborate and provide evidence of collaboration as instructed by the RPB with the county refugee coordinator (CRC), resettlement agency (RA), and three service

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providers. This collaboration must be documented as on-going, and serve as a critical component to the program's design, implementation, and operations. (Contractors are also required to attend the local refugee forum meetings if forum meetings are held in the area.)

- C. Provide prompt and unrestricted access to the RPB to any documentation, files, reports, materials, or data assembled/developed by the school district for the RSI, and maintain:
  - a. Individual student files that include, but are not limited to, the following performance measures and documentation:
    - 1. English language and math grades, standardized testing, and/or pre-post test results that, to the extent possible, measure the impact of RSI activities on the refugee student
    - 2. School/RSI program attendance records
    - 3. Acceptable documentation of participants' eligibility for RSI services
  - b. Complete records of program activities and expenditures of the RSI that include, but are not limited to, the following performance measures:
    - 1. Number of students served by activity
    - 2. Number of students projected to complete/completed grade level or graduation requirements
    - 3. School/RSI program attendance records
    - 4. Documentation of the provision of services
    - 5. Evidence of collaboration with CRCs, RAs, and service providers
- D. Expend RSI funds only for those activities that are allowed under the grant, including, but not limited to (unless prior written approval from the RPB has been obtained by the Contractors):
  - a. Supplemental ESL instruction
  - b. Development and use of school curricula that encourages optimum learning and acquisition of necessary skills
  - c. After-school tutoring programs focused on helping refugee students understand and complete assignments
  - d. After-school/summer programs that support remedial work or promote school readiness
  - e. Orientation to refugees on the education system and school requirements, such as student attendance and performance
  - f. Involvement of trained teachers/staff/administrators that are familiar with refugees culture and language
  - g. Parental involvement programs
  - h. Mentoring programs
  - i. Interpreter services for parent/teacher meetings and conferences
  - j. Services of bilingual/bi-cultural counselors and aides
  - k. Staff training on refugee cultures and use of special teaching materials
  - l. Utilization of modern technology deemed to improve English language acquisition and other school related skills

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- m. Utilization of special educational materials to assist refugee students to learn
- n. Evaluation of the effectiveness/outcomes of the services provided

- E. Implement the program and expend the funds as described in the approved application unless written permission is granted by the RPB for any modifications.
- F. Contractor has submitted a request for funding for the October 1, 2016 to September 30, 2017 funding period by the due date specified and in compliance with the RPB Request for Qualifications (RFQ) specifications. Funding is subject to the RPB receipt of funding from ORR and satisfactory progress of RSI programs.
- G. Provide RSI Trimester Progress Reports in the format and within the time frames specified by the RPB. The reporting periods and reporting dates are listed below:

Period Covered	Due to RPB
10/1/2016 – 01/31/2017	02/15/2017
02/1/2017 – 04/30/2017	05/15/2017
05/1/2017 - 9/30/2017	10/15/2017

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

- H. Provide RSI Final Performance Reports in the format and within the time frame specified by the RPB.
- I. Provide RSI Expenditure reports, school district invoices, and supporting documentation on a quarterly basis in the format and within the time frames specified by the RPB.
- J. Meet with the RPB staff as necessary regarding the operation of the RSI program.
- K. Reimburse the RPB for any disallowed costs as determined by a state and/or federal audit or review.
- L. Abide by all requirements in the RSI announcement, RFQ, school district survey, ORR funding notice, and any other requirements related to the RSI program
- M. 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 RSI.

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- N. 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. Contractors should report to the RPB of any significant A-133 audit findings. Failure to comply may be cause for disqualification from participating in the RSI.
- O. Ensure that federal RSI 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). Contractors are responsible for ensuring that RSI funded activities comply with all applicable federal and state laws.
- P. 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 RSI monies. Awards funded under the RSI 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: <http://www.gpo.gov/fdsys/pkg/PLAW-112publ74/pdf/PLAW-112publ74.pdf>
- Q. Amendments to the Scope of Work must be initiated in writing by either the RPB or the Contractor, and must be approved in writing by both parties, before any changes can be implemented.

### **III. RPB RIGHTS AND RESPONSIBILITIES**

The RPB shall:

- A. Provide program consultation and technical assistance to the Contractor. An RPB Contract Manager will be assigned to assist the contractor. The Contracts Manager will be the primary contact responsible for consultation and assistance to the project.
- B. Monitor and evaluate the Contractor'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. Contract monitoring shall be accomplished in a manner, location, and time at the sole discretion of the RPB.
- C. Provide the Contractor with reporting forms and/or formats and time frames for submission of reports.
- D. Evaluate Contractor's trimester report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting

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requirements. Contractors are to comply with the RPB' written response, including requested due dates.

- E. Review all invoices submitted by Contractor for allowable costs and approve for payment as appropriate, as determined in the RPB's sole discretion, and conditioned on the availability of funds.
- 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 contract compliance, effectiveness of planning, and program results.
- G. Reimburse for necessary travel and transportation expenses. Expenses for out-of-state or international travel are not allowed.

### **IV. Budget Detail and Payment Provisions**

#### **A. Fiscal Provisions**

1. Payment is to be paid Contractor, as provided herein, shall be in compensation for Contractor's expenses incurred in the performance hereof, including travel, unless otherwise expressly so provided.
2. The maximum amount payable to Contractors shall not exceed the award amount for the two-year project period, subject to continued federal funding.
3. Contractor 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.
4. Upon satisfactory performance of the services provided by the Contractor under this Scope of Work, as determined in the RPB's sole discretion, the RPB agrees to pay when invoices are submitted. Payments will be made on the basis of the Contractor's submitted and approved budget.
5. Changes may be made 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 Contractor adequately documents the need for change, the changes do not violate grant requirements, and the RPB provides prior written approval. Contractor 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.
6. The RPB reserves the right to deny requests for reimbursement of any expenditure in excess of any line item in the budget.

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7. Contractors 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 RSI Expenditure Report, invoice on official school letterhead, and supporting documentation, and be submitted on a quarterly basis to the RPB.
8. 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 RSI application and directly related to program activities.
  - o 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 RFQ, 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.
  - o 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 RFQ, 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 Contractor must obtain written RPB approval prior to the purchase. The RPB may not reimburse invoices that do not meet these requirements.
9. 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.
10. 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 Contractor with an explanation of the problem and may delay payment of the invoice.
11. Final invoices for the entire two-year RSI grant cycle must be submitted by **November 15, 2018**, 45 calendar days after the end of the grant period. Failure to comply with this provision will jeopardize payment unless the Contractor has received written approval of an extension from the RPB prior to the expiration of the 45-day period.

### B. Invoicing and Payment

1. The maximum amount payable to a Contractor shall not exceed the award amount for the two-year project period, subject to continued funding.

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2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the RPB agrees to reimburse the Contractor for said services.
3. Contractor shall submit the request for payment for the 2016-17 contract period using the RSI 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
10/01/2016 – 12/31/2016	01/15/2017
01/01/2017 – 03/30/2017	04/15/2017
04/01/2015 – 06/30/2017	07/15/2017
07/01/2017 – 10/31/2017	11/15/2017

4. Invoices shall include the RPB Contract 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: Heriberto Camarena  
744 P Street, MS 8-9-646  
Sacramento, CA 95814

5. Invoice payment will be conditioned upon the timely receipt by the RPB of the RSI Semi-Annual Progress Reports and RSI Final Performance Report from the Contractor 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 Contractor.

### C. Advancing Funds

1. The RPB agrees to advance a Contractor up to 25 percent of the total annual funding 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.

### 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

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further force and effect. In this event, the RPB shall have no liability to fund or reimburse Contractor whatsoever or to furnish any other consideration under this Scope of Work, and Contractor 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 Contractor to reflect the reduced amount.
3. It is mutually understood that authority for the RPB to award funding and reimburse Contractors for allowable expenditures is dependent upon the appropriation of funds within a state Budget Act. As a result, funding will not be released to Contractors 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 Contractor's funding 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.