EXHIBIT A
(Grant Agreement)

SCOPE OF WORK

A. PURPOSE

The Welfare and Institutions Code (WIC) sections 13300-13302 authorize the California Department of Social Services (CDSS) to provide grants to qualified nonprofit legal services organizations (Grantee) to provide legal services as set forth in this Grant Agreement (Agreement) to eligible Unaccompanied Undocumented Minors (UUM), as defined in Section 279(g)(2) of Title 6 of the United States Code, who are transferred to the care and custody of the federal Office of Refugee Resettlement (ORR) and are present in California in ORR custody or residing with a family member or other sponsor.

The funding for legal services provided pursuant to this Agreement is for the purpose of providing legal representation for UUMs in the filing of, preparation for, and representation in administrative and/or judicial proceedings for the following immigration statuses: Asylum, T-Visa, U-Visa, Special Immigrant Juvenile Status (SIJS), or other immigration remedies available to UUMs. The legal services include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters and other support staff for state court proceedings, federal immigration proceedings, and any appeals arising from those proceedings. The Agreement will be a two-year grant for UUM Legal Services that will begin July 1, 2020 and end December 31, 2022 with two one-year budget cycles1. This program shall be referred to as the “UUM Legal Services Program.”

B. TERMS AND CONDITIONS

The CDSS and Grantee enter into this Agreement for the above-described purposes and agree to comply with all of the following terms and conditions:

1. Grantee Qualifications

Grantee, by signing this Agreement, certifies that:

a. Grantee is a California-based nonprofit legal service organization with 501(c)(3) status;

b. Grantee has at least three (3) years of experience handling Asylum, T-Visa, U-Visa, and/or SIJS cases and has represented at least 25 individuals in these matters;

c. Grantee has experience in representing individuals in removal proceedings and asylum applications;

d. Grantee has conducted trainings on Asylum, T-Visa, U-Visa, SIJS, and/or removal proceedings for practitioners who are non-Grantee staff;

1 The UUM Legal Services Funding will be contingent on the appropriation of FY 2020-21 and FY 2021-22 funds for this program. The CDSS shall at its sole discretion have the option either to withdraw or change this Agreement if funding for this program is not appropriated.
EXHIBIT A
(Grant Agreement)

e. Grantee has experience guiding and supervising the work of attorneys who themselves do not regularly provide legal representation in the practice areas of Asylum, T-Visa, U-Visa, or SIJS cases, but nevertheless work pro bono on these types of cases;

f. Grantee is accredited by the United States Department of Justice’s Office of Legal Access Programs or meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California;

g. Grantee has the ability to provide legal services for the specific number of new UUM cases, as stated in Exhibit A, Attachment 1, for the type of immigration proceedings - asylum, T-Visa, U-Visa, SIJS, or other available immigration remedies - specified by Grantee; and

h. Grantee has the ability to provide legal services to UUMs in need of representation, as stated by Grantee in the application.

2. Legal Services Provided by Grantee

a. Grantee agrees to contact and coordinate with the federal ORR to facilitate Grantee’s access to eligible UUMs to offer legal services to UUMs who could benefit from the legal services provided pursuant to this Agreement. In addition, Grantee agrees to contact and coordinate with local agencies, including school districts, or other community-based organizations, to facilitate Grantee’s access to eligible UUMs to offer legal services to UUMs who could benefit from the legal services provided pursuant to this Agreement.

b. Grantee agrees to conduct a preliminary assessment, prior to the signing of an agreement for legal representation by the UUM, of the circumstances of the UUM to determine, if possible, that the Grantee possesses the necessary experience in the immigration proceedings required for any status or other remedy that may be available to the UUM.

c. Grantee agrees to provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters and other support staff.

d. Grantee agrees to provide competent legal services that include, but are not limited to:

1) Obtaining information and facts relevant to the represented UUM to properly assess and determine the appropriate immigration status or statuses for which the UUM may be eligible to apply;

2) Preparing for and attending interviews, depositions, mediations, arbitrations, settlement conferences, and/or administrative or judicial hearings as necessary and appropriate; and

3) Preparing and filing appropriate applications, documents, motions, and briefs as necessary and appropriate.

3. Duration of Legal Services Provided by Grantee
EXHIBIT A
(Grant Agreement)

a. Grantee agrees, except as specified in this section, to provide all necessary and appropriate legal services to a qualifying UUM that has been issued an alien number by the Department of Homeland Security or another federal agency. Said legal services will commence on the date of the Agreement for legal representation signed by the Grantee and the UUM and shall continue until the UUM has been awarded legal status, has exhausted all of his/her opportunities for appeal, or the Grantee has otherwise satisfied the requirements to provide complete legal services as determined by the CDSS. Grantee agrees to represent UUMs in appeals of all adverse administrative and/or judicial decisions or orders. In the event that the UUM is not satisfied with any or all decisions, representation shall continue until the UUM instructs the Grantee to withdraw from representation, replaces the Grantee with another representative or attorney, or no longer wants to pursue the filing of an appeal of any or all of the decisions to the highest administrative or judicial tribunal. In the event that an appeal is filed, representation continues, pursuant to this Agreement, until a final decision is rendered by the highest tribunal in which the UUM authorized the Grantee to file an appeal.

b. The Grantee may terminate legal services with the UUM, pursuant to this Agreement and in accordance with the requirements of Section B, Item 9, in the event Grantee subsequently discovers, after conducting a preliminary assessment in accordance with Section B, Item 2(b), and the signing of an agreement for legal representation with a UUM, that the UUM may qualify to apply for an immigration status in which the Grantee does not possess the necessary experience to apply on behalf of the UUM or represent the UUM in the applicable immigration proceedings.

c. The Grantee may terminate legal services with the UUM through a termination letter with no less than thirty (30) days’ notice, if the UUM repeatedly fails to appear for appointments or communicate with the Grantee. The Grantee must make every effort to try to contact or find the UUM at all available phone numbers and addresses and through all available contacts, and must document its efforts in writing in the applicable file of the UUM before the Grantee sends the thirty (30) days’ notice of termination of legal services due to a lack of contact.

d. The UUM may terminate legal services with the Grantee at any time and the Grantee must immediately formally withdraw from its representation, in accordance with Section B, Item 9, so long as withdrawal does not prejudice the UUM’s legal case in any way.

e. In the event Grantee agrees to provide legal services to a UUM that was previously represented and provided legal services by another organization, Grantee shall be required to provide legal services in accordance with Section B, Item 3(a).

4. Grantee Responsibilities

a. The service term for FY 2020-21 is a 12-month service term that will begin on July 1, 2020 and end on June 30, 2021. For the FY 2020-21, Grantee shall engage all clients by June 30, 2021. The service term for FY 2021-22 is a 12-month service term that will begin on
EXHIBIT A
(Grant Agreement)

July 1, 2021 and end on June 30, 2022. For the FY 2021-22, Grantee shall engage all clients by June 30, 2022.2

b. Grantee shall participate in various trainings to increase knowledge and expertise on grant terms and conditions; immigration services, policy, and law; and public social services.

c. Grantee shall notify CDSS of staffing changes involving the Executive Director, Directing/Supervising Attorneys, or any other program leads, within five (5) days.

d. Grantee shall have the Executive Director present at all in-person meetings with CDSS.

e. Grantee shall keep records of any and all services performed for a period not less than three (3) years following the expiration date of this Agreement.

Evidence of services performed includes, but is not limited to:

i. Completed intake forms;

ii. Completed screening forms;

iii. Retainer or representation agreements;

iv. Applications/petitions/motions and other legal papers filed on behalf of the UUM in state court, immigration court, with United States Citizenship and Immigration Services (USCIS), or in other appropriate venues, including copies of G-28 entry of appearance forms;

v. Receipt notices for applications submitted to USCIS; and

vi. Final orders or decisions.

f. The Grantee may subgrant services pursuant to this Agreement to another organization (Subgrantee) provided that:

1) Grantee does not assign this Agreement and remains subject to the provisions of this Agreement, including responsibility for the subgrantee's performance as set forth in Exhibit D;

2) Subgrantee shall meet the same eligibility criteria and be subject to the same requirements as Grantee;

3) Grantee enters into a written agreement with Subgrantee specifying the services to be provided by the Subgrantee and the fee arrangement between the Grantee and Subgrantee;

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2 The FY 2021-22 funding is subject to the availability of funds provided in the Budget Act.
EXHIBIT A
(Grant Agreement)

4) In the event that Grantee adds or substitutes a Subgrantee to provide services for a specific service category, Grantee provides written notification to the CDSS within ten (10) business days of the name(s) of the subgrantee(s) and the services to be provided by the subgrantee(s); and

5) Grantee provides written notification to the CDSS within ten (10) business days of any amendment to the services provided by the Subgrantee or the termination of its agreement with Subgrantee and said notice includes the name of the Subgrantee and the service(s) that will no longer be provided by the named Subgrantee.

g. At all times during the term of this Agreement, Grantee shall maintain the qualifications required to provide the services for which the Grantee receives funding.

a. The Grantee shall immediately report to CDSS any loss of qualifications required to provide services under this Agreement.

b. The Grantee shall immediately report to CDSS any significant staffing and/or organizational changes.

5. CDSS Responsibilities

The CDSS shall:

a. Monitor and evaluate Grantee’s quarterly reports on performance, expenditures and service deliverables to assess satisfactory performance and compliance with Agreement requirements.

1) The determination of inadequate performance and noncompliance shall be made at the sole discretion of the CDSS. In the event the CDSS determines that Grantee has not satisfactorily performed services or is not in compliance with the grant, the CDSS shall give Grantee notice within 30 days of its determination.

2) Grantee shall have the opportunity to submit a written response to provide resolution within 30 days after the notification from the CDSS. In the event the Grantee is unable to provide a resolution, the CDSS reserves the right to withhold invoice payments, terminate the grant or exercise other remedies.

b. Review data and materials used by Grantee 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 CDSS.

c. Provide the Grantee with an electronic reporting form and instructions for submission of reports.

d. Review all invoices and supporting documentation submitted by Grantee and approve for payment in a timely manner.
EXHIBIT A
(Grant Agreement)

e. Schedule a conference call within seven (7) days of receiving notification from Grantee of staff turnover to discuss a transition plan. The Executive Director, Directing/Supervising Attorneys, or any other program leads must participate in the conference call.

6. Payment for Legal Services Performed by Grantee

a. Grantee agrees to accept as payment in full for the duration of legal services provided pursuant to this Agreement, and in accordance with Section B, Item 3(a), which includes all administrative and supervisory costs and court fees, a flat fee of $5,000 per case. Payment shall be provided in accordance with Exhibit B.

1) If Grantee does not provide legal services for the required duration specified in Section B, Item 3(a), or terminates legal representation of the UUM as specified in Sections B, Items 3(b) or 3(c), Grantee agrees to notify the CDSS Immigration Services Unit immediately. The Grantee further agrees that the CDSS shall have the sole discretion to determine if the Grantee will receive full payment or a pro-rated amount for any work performed.

2) In the event that Grantee or UUM withdraws representation, the Grantee agrees to notify the CDSS Immigration Services Unit immediately. The Grantee further agrees that the CDSS shall have the sole discretion to determine if the Grantee will receive full payment or a pro-rated amount for any work performed.

7. Requirements for Continued Funding

a. Section 3 of the Grant Agreement 2 (Form GA 2) sets forth a maximum amount of funds that the Grantee may be paid based on the expected number of UUMs for which the Grantee shall provide legal services. During the term of the Agreement, CDSS, at its sole discretion, may determine whether the Grantee has signed a sufficient number of legal representation agreements with UUMs, based on the maximum grant amount specified in GA 2, section 3, and the flat fee provided in Section B, Item 6(a) of this Exhibit. Notwithstanding Section B, Item 5(a), if the CDSS determines that the Grantee is not representing a sufficient number of UUMs, the CDSS shall provide written notice to the Grantee stating that ten (10) days following the written notice, Grantee shall no longer be authorized henceforth to sign an agreement for legal representation with a UUM pursuant to this Agreement and shall not receive compensation from CDSS if an agreement is signed. Grantee shall be required to continue to provide legal services for existing UUM cases funded pursuant to this Agreement and shall be compensated accordingly.

b. If the CDSS provides written notice to Grantee pursuant to Section B, Item 7(a), the CDSS, at its sole discretion, may reduce the maximum amount of funding of the Agreement, which shall be processed by formal amendment.

8. Reporting

a. Grantee shall complete electronic quarterly reports on deliverables and provide the following redacted information:
EXHIBIT A  
(Grant Agreement)

1) An initial representation agreement and evidence of UUM status, including but not limited to an ORR Verification of Release Form, for each initial UUM case claimed in the reporting period.

2) Documentation demonstrating relief awarded or any final adjudication, for each completed UUM case claimed in the reporting period.

b. Grantee shall submit electronic quarterly reports on deliverables and requested data to CDSS in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period Covered</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>FY 2021-2022</td>
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<tr>
<td>07/01/2020 – 09/30/2020</td>
<td>10/31/2020</td>
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<tr>
<td>10/01/2020 – 12/31/2020</td>
<td>01/31/2021</td>
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<tr>
<td>01/01/2021 – 03/31/2021</td>
<td>04/30/2021</td>
</tr>
<tr>
<td>04/01/2021 – 06/30/2021</td>
<td>10/31/2021</td>
</tr>
<tr>
<td>FY 2021-2022</td>
<td></td>
</tr>
<tr>
<td>07/01/2021 – 09/30/2021</td>
<td>10/31/2021</td>
</tr>
<tr>
<td>10/01/2021 – 12/31/2021</td>
<td>01/31/2022</td>
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<tr>
<td>01/01/2022 – 03/31/2022</td>
<td>04/30/2022</td>
</tr>
<tr>
<td>04/01/2022 – 06/30/2022</td>
<td>10/31/2022</td>
</tr>
</tbody>
</table>

c. The Report Form shall be submitted electronically.

d. Grantee shall submit ongoing quarterly reports beyond the grant term in accordance with the schedule above until all active cases have been completed.

e. Invoice payments may be withheld if:

   1) Reports are not received by the due date.

   2) All awarded deliverables have not been initiated and reported within the grant term.

   3) Underperformance has been demonstrated in the quarterly report.

f. Rejection from future funding opportunities may result if quarterly reports are not received by the CDSS beyond the grant term until all active cases have been completed.

9. Termination of Legal Representation of a UUM

In the event Grantee or the UUM determines that legal services need to be terminated pursuant to Section B, Items 3(b), 3(c) or 3(d), Grantee shall, no more than five (5) days after the termination of the legal representation of the UUM, provide the following:

a. Written notification to the CDSS Agreement Representative;
EXHIBIT A  
(Grant Agreement)

b. The UUM’s alien number issued by the U.S. Department of Homeland Security;

c. An explanation of the basis for Grantee’s inability to continue to provide legal services pursuant to this Agreement;

d. If applicable, identification of another nonprofit legal services organization that has agreed to provide legal services to the UUM; and

e. Certification that Grantee shall provide proper notification to the applicable administrative and/or judicial tribunal that the Grantee shall no longer be representing the UUM.

10. Technical Assistance

Upon request, and if feasible, the CDSS may provide technical assistance to the Grantee to facilitate Grantee’s compliance with the terms and conditions of this Agreement.

11. Insurance Requirements

Grantee agrees to comply with the insurance requirements set forth in Exhibit E.

12. Exclusions and Limitations

Grantee is prohibited from:

a. Charging a UUM or any other individual or entity for any legal services, including administrative or filing fees, provided pursuant this Agreement;

b. Accepting any compensation including pre-payments or co-payments for any legal services provided to a UUM pursuant to this Agreement; and

c. Using any funds accepted pursuant to this Agreement for the purpose of advertising or soliciting UUMs or sponsors for legal services to be provided pursuant to this Agreement.

13. Agreement Representatives

The Agreement Representatives for the parties in this Agreement are:

CDSS  
Eliana Kaimowitz, Branch Chief  
744 P Street, M.S. 9-6-33  
Sacramento, CA 95814  
(916) 651-8017  
Eliana.Kaimowitz@dss.ca.gov

Grantee

Either party may change the Agreement Representative but is required to provide written notification of the change to the other party within five (5) business days. Said changes shall not require an amendment to this Agreement.
EXHIBIT B
(Grant Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Term

1. The term of this Agreement is July 1, 2020 through December 31, 2022, with two service terms. The first service term, for Fiscal Year (FY) 2020-21, begins on July 1, 2020 and ends on June 30, 2021. The second service term, for Fiscal Year (FY) 2021-22, begins on July 1, 2021 and ends on June 30, 2022.

2. The Grantee must engage all UUMs for initial representation by entering into a representation or retainer agreement with a qualified UUM no later than June 30, 2021 for FY 2020-21 and June 30, 2022 for FY 2021-22.

B. Rate of Compensation

1. Grantee shall be compensated a flat fee up to a maximum of $5,000 for legal services rendered for each UUM in accordance with Section B, Item 6 of Exhibit A, Scope of Work.

2. Grantee shall submit the UUM Claim Form (see Exhibit B – Attachment 1 and Attachment 2) to the CDSS for payment for legal services as follows:

<table>
<thead>
<tr>
<th>Period Covered</th>
<th>Funding as Percentage of Grantee’s Budget</th>
<th>Funding Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020-2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/01/2020 – 12/31/2020</td>
<td>40%</td>
<td>$XX.00</td>
</tr>
<tr>
<td>01/01/2021 – 06/30/2021</td>
<td>40%</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Grant Closeout</td>
<td>20%</td>
<td>$XX.00</td>
</tr>
<tr>
<td>FY 2021-2022</td>
<td></td>
<td></td>
</tr>
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<td>07/01/2021 – 12/31/2021</td>
<td>40%</td>
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<tr>
<td>01/01/2022 – 06/30/2022</td>
<td>40%</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Grant Closeout</td>
<td>20%</td>
<td>$XX.00</td>
</tr>
</tbody>
</table>

3. Any prior payment made by the CDSS to Grantee for which it is subsequently determined that the submitted alien number is invalid shall be recouped by the CDSS by withholding future payment(s) for legal services requested by Grantee. If future payments to Grantee will not be available to the CDSS to recoup the invalid payments, the CDSS reserves the right to pursue recoupment through applicable legal remedies. Grantee will receive written notification in the event that an alien number has been determined invalid and/or future payments are to be withheld.

C. Invoicing and Payment

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1 The anticipated term of the resulting Agreement is July 1, 2020 through December 31, 2022. The CDSS may exercise one (1) year option, or any increment less than one year, to extend the term of the Agreement and/or add additional funding if made available through the State Budget Act.

2 Service terms may be extended without formal amendment with the written approval of both parties and not to exceed the grant term end date if the identified services are not completed within the core term and unspent funds remain in the Agreement.
EXHIBIT B  
(Grant Agreement)

1. The maximum amount payable under this Agreement is set forth in Section 3 of the Grant Agreement (Form GA 2) which is based on the number of UUMs to be provided legal services by the Grantee, subject to Section B, Item 7 of Exhibit A, Scope of Work.

   a. The maximum amount payable under this agreement shall not exceed the amount(s) below for each fiscal year:

      FY 2020/21: $XX.00  
      FY 2021/22: $XX.00

2. The Grantee shall submit the UUM Claim Form (Exhibit B – Attachment 1) to CDSS for the specified service periods by the following specified dates to be timely compensated:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Due to CDSS</th>
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<tbody>
<tr>
<td>FY 2020-21</td>
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<td>07/01/2020 – 12/31/2020</td>
<td>02/28/2021</td>
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<td>01/01/2021 – 06/30/2021</td>
<td>08/31/2021</td>
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<tr>
<td>Grant Closeout</td>
<td>Varies (Final Invoice)</td>
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<tr>
<td>FY 2021-22</td>
<td></td>
</tr>
<tr>
<td>07/01/2021 – 12/31/2021</td>
<td>02/28/2022</td>
</tr>
<tr>
<td>01/01/2022 – 06/30/2022</td>
<td>08/31/2022</td>
</tr>
<tr>
<td>Grant Closeout</td>
<td>Varies (Final Invoice)</td>
</tr>
</tbody>
</table>

   a. For the FY 2020-21 service period, the final invoice for the grant closeout is due upon the completion of all awarded deliverables. The CDSS cannot accept invoices submitted after June 30, 2026.

   b. For the FY 2021-22 service period, the final invoice for the grant closeout is due upon the completion of all awarded deliverables. The CDSS cannot accept invoices submitted after June 30, 2027.

3. For services satisfactorily rendered, and upon receipt and approval of the UUM Claim Form(s), the CDSS agrees to pay the Grantee as specified in Exhibit A, Scope of Work, and as specified in accordance with Exhibit B, Budget Detail and Payment Provisions, Section A, Rate of Compensation.

4. The UUM Claim Form shall be submitted with an original signature in blue ink to:

   **Subject: UUM Invoice – Organization Name**
   
   UUMInvoices@dss.ca.gov

5. Any UUM Claim Form submitted that is incomplete may be returned to the Grantee for reprocessing.

6. CDSS may withhold payment of an invoice in the following circumstances:

   a. Quarterly reports are not received by the due date.

   b. All awarded deliverables have not been initiated and reported within the grant term.

   c. Underperformance has been demonstrated in the quarterly report.
7. All hard copy original UUM invoices shall be retained for no less than three (3) years.

D. **State Budget Contingency Clause**

1. It is mutually agreed that if funds are not appropriated for implementation of the UUM Legal Services Program through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Grantee by the CDSS that no funds are available for grant implementation, the Agreement shall be terminated and the State shall have no obligation to pay Grantee or to furnish other consideration under this Agreement and Grantee shall not be obligated for performance.

2. If the UUM Legal Services Program funding for any fiscal year is reduced to such degree that the CDSS reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Grantee or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, the CDSS may at its option give written notice of termination without further obligation by either party except for grant closeout obligations and final settlement.

E. **Federal Contingency**

1. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

2. The CDSS has the option to terminate the Agreement pursuant to Section B of Exhibit D, Special Terms and Conditions, or to amend the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

F. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
### CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
UNACCOMPANIED UNDOCUMENTED MINORS
LEGAL SERVICES FUNDING
INVOICE CLAIM FORM

### Section A.

<table>
<thead>
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<th>ORGANIZATION NAME</th>
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<td>ORGANIZATION REMITTANCE ADDRESS</td>
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<td>FISCAL YEAR</td>
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<td>AGREEMENT NUMBER</td>
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<td>CLAIM PERIOD (ENTER MM/DD/YY TO MM/DD/YY)</td>
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<table>
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### Section B.

<table>
<thead>
<tr>
<th>Services Provided</th>
<th>☒ UUM Legal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMOUNT CLAIMED</td>
<td>$</td>
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</table>

☐ I hereby certify that all costs reported on this invoice during this period are consistent with the intent and provisions of the approved Agreement between the CDSS and the above-named Grantee. I further certify that these expenditures have not been reimbursed through any other funding source.

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
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</thead>
</table>

### INSTRUCTIONS

Sections A & B.
Includes funding details according to the appropriate claiming period defined below. For the fee schedule, refer to the Agreement, Exhibit B – Budget Detail and Payment Provisions, Section B – Invoicing and Payment.

<table>
<thead>
<tr>
<th>Claiming Service Period</th>
<th>Due to CDSS</th>
<th>Amount Claimed (as Percentage of Grantee’s Budget)</th>
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</thead>
<tbody>
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<td>07/01/2020 – 12/31/2020</td>
<td>02/28/2021</td>
<td>40%</td>
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<tr>
<td>01/01/2021 – 06/30/2021</td>
<td>08/31/2021</td>
<td>40%</td>
</tr>
<tr>
<td>Grantee Closeout</td>
<td>Varies 1</td>
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<td></td>
<td>20%</td>
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</tbody>
</table>

FOR CDSS ACCOUNTING USE ONLY:

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE RECEIVED</th>
<th>INVOICE APPROVED</th>
<th>INVOICE DELIVERED</th>
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<tr>
<td></td>
<td></td>
<td>2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9990</td>
<td>706</td>
<td>12618</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 Final invoice for the Grantee closeout is due upon the completion of all awarded deliverables. The CDSS cannot accept invoices for this Grantee submitted after June 30, 2026 for the FY 2020-21 service period.
# Section A.

<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ORGANIZATION REMITTANCE ADDRESS</td>
<td></td>
</tr>
<tr>
<td>FISCAL YEAR</td>
<td>21-22</td>
</tr>
<tr>
<td>AGREEMENT NUMBER</td>
<td></td>
</tr>
<tr>
<td>DATE OF SUBMISSION</td>
<td></td>
</tr>
<tr>
<td>CLAIM PERIOD (ENTER MM/DD/YY TO MM/DD/YY)</td>
<td></td>
</tr>
<tr>
<td>PREPARED BY (Print)</td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td></td>
</tr>
<tr>
<td>PHONE NUMBER</td>
<td></td>
</tr>
<tr>
<td>EXTENSION</td>
<td></td>
</tr>
</tbody>
</table>

# Section B.

<table>
<thead>
<tr>
<th>Services Provided</th>
<th>☒ UUM Legal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMOUNT CLAIMED</td>
<td>$</td>
</tr>
</tbody>
</table>

☐ I hereby certify that all costs reported on this invoice during this period are consistent with the intent and provisions of the approved Agreement between the CDSS and the above-named Grantee. I further certify that these expenditures have not been reimbursed through any other funding source.

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

## INSTRUCTIONS

Sections A & B.

Includes funding details according to the appropriate claiming period defined below. For the fee schedule, refer to the Agreement, Exhibit B – Budget Detail and Payment Provisions, Section B – Invoicing and Payment.

<table>
<thead>
<tr>
<th>Claiming Service Period</th>
<th>Due to CDSS</th>
<th>Amount Claimed (as Percentage of Grantee’s Budget)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2021-22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/01/2021 – 12/31/2021</td>
<td>02/28/2022</td>
<td>40%</td>
</tr>
<tr>
<td>01/01/2022 – 06/30/2022</td>
<td>08/31/2022</td>
<td>40%</td>
</tr>
<tr>
<td>Grant Closeout</td>
<td>Varies (Final Invoice)¹</td>
<td>20%</td>
</tr>
</tbody>
</table>

## FOR CDSS ACCOUNTING USE ONLY:

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE RECEIVED</th>
<th>INVOICE APPROVED</th>
<th>INVOICE DELIVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TC</th>
<th>M</th>
<th>FY</th>
<th>VENDOR NO</th>
<th>INVOICE NO</th>
<th>INVOICE/DOC DATE</th>
<th>CUR DOC NO</th>
<th>INDEX</th>
<th>OBJ</th>
<th>PCA</th>
<th>REF DOC NO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Final invoice for the Grantee closeout is due upon the completion of all awarded deliverables. The CDSS cannot accept invoices submitted after June 30, 2027 for the FY 2021-22 service period.
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrant related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all grantees, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

6. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

8. INDEPENDENT CONTRACTOR: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the
requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its subgrantees shall not deny the grant’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subgrantees 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. 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, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subgrants to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee’s expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

   a. The Government Code Chapter on Antitrust claims contains the following definitions:

      1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public
agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the grantee acknowledges in accordance with Public Contract Code 7110, that:

a. The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Grant includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Grant Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Grant (or within such other time period as may be specified elsewhere in this Grant) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Grant Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Grant (or within such other time period as may be specified elsewhere in this Grant) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Grant; (2) the name and address of the DVBE(s) that participated in the performance of the Grant; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Grant have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this grant involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Grantee/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>Executed in the County of</td>
</tr>
</tbody>
</table>

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. 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.

   b. Establish a Drug-Free Awareness Program to inform employees about:

      1) the dangers of drug abuse in the workplace;

      2) the person's or organization's policy of maintaining a drug-free workplace;

      3) any available counseling, rehabilitation and employee assistance programs; and,

      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:

      1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. GRANTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the grant equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any grant period of less than a full year or 10% of its grant with the State.

Failure to make a good faith effort may be cause for non-renewal of a state grant for legal services, and may be taken into account when determining the award of future grants with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to grant with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Grantees granting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works grant, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the grant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The grantees further declares under penalty of perjury that they adhere
to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The grantee agrees to cooperate fully in providing reasonable access to the grantee’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the granting agency, the Department of Industrial Relations, or the Department of Justice to determine the grantee’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For grants of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For grants of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.


1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general
subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS’ COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and
desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all grantees that are not another state agency or other governmental entity.
SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Grantee disputes a decision of the State’s designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Grantee shall provide written dispute notice to the State’s representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:

   a. the decision under dispute;
   b. the reason(s) Grantee believes the decision of the State representative to have been in error (if applicable, reference pertinent grant provisions);
   c. identification of all documents and substance of all oral communication which support Grantee’s position; and
   d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Grantee within 15 calendar days. The decision of the representative shall contain the following information:

   a. a description of the dispute;
   b. a reference to pertinent grant provisions, if applicable;
   c. a statement of the factual areas of agreement or disagreement; and
   d. a statement of the representative’s decision with supporting rationale.

3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative’s decision, Grantee files with the California Department of Social Services a notice of appeal addressed to:

   California Department of Social Services
   744 P Street, M.S. 9-6-33
   Sacramento, CA  95814
   Attention: Bureau Chief, Immigration Services Bureau

   Pending resolution of any dispute, Grantee shall diligently continue all grant work and comply with all of the representative’s orders and directions.

B. Termination of the Agreement

1. This Agreement may be terminated without cause by the State upon 30 days written notice to the Grantee.

C. Debarment and Suspension

For federally funded agreements, Grantee certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any subgrantee utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from
EXHIBIT D
(Standard Agreement)

participation in covered transactions by any federal department or agency. The Grantee also certifies that it or any of its subgrantees are not listed with any active exclusions on the System for Award Management (http://www.sam.gov) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Grants Exceeding $100,000 in Federal Funds.

1. For Agreements with Grantees 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 Grantee 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 grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal grant, 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 this 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 Grantee 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.

E. Computer Software Copyrights

Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this grant for the acquisition, operation or maintenance of computer software in violation of copyright laws.
EXHIBIT D  
(Standard Agreement)

F. **OMB Audit**

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend $750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

G. **Subgrantees**

(Applicable to agreements in which the Grantee subgrants out a portion of the work.) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subgrantees, and no subgrantee shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to CDSS for the acts and omissions of its subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee’s obligation to pay its subgrantees is an independent obligation from the obligation of CDSS to make payments to the Grantee. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee.

H. **Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first $25,000 of each subgrant. Any subgrantee receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.
ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Compliance with Insurance Requirements – The Grantee agrees that the insurance herein required to be provided shall be in effect at all times during the term of this Agreement. In the event that any policy of said insurance coverage is going to expire at any time during the term of the Agreement, the Grantee agrees to provide notice of pending expiration to CDSS at least 30 calendar days before said expiration date. Grantee shall provide to CDSS a new certificate of insurance for the expiring insurance coverage at least 10 days prior to the date of expiration of the insurance. Any new insurance must still comply with the original terms required by this Agreement and must be for a period not less than one year.

2. Proof of Insurance – The Grantee will submit proof of liability insurance for the location where clients receive services. The Grantee agrees that all work and services shall immediately cease during such periods that the required insurance is not in effect, and that any costs incurred for services in violation of this provision will not be reimbursed by CDSS.

3. Certificates of Insurance – Each certificate of insurance must state that the insurer will not cancel the insured’s coverage without 30 days prior written notice to CDSS.

4. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee’s limit of liability.

   a. The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the Agreement.

   b. This additional insured endorsement, required in 6.a. that is attached to the insurance policy, must be supplied in a form acceptable to the Office of Risk and Insurance Management. In the case of Grantee’s utilization of subgrantees to complete the Scope of Work under this Agreement, Grantee shall include all subgrantees as insured under Grantee’s insurance or supply evidence of insurance to the CDSS equal to policies, coverage’s and limits required of Grantee.

5. Automobile Liability – Grantee shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

   The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to
work performed under the grant. The additional insured endorsement is to be provided with the certificate of insurance.

6. **Workers Compensation and Employers Liability** – Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. Employer’s liability limits of $1,000,000 are required.

   The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the CDSS. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

7. **Professional Liability (excluding application to Education and Outreach Services)** – Grantee shall maintain professional liability and/or Legal Malpractice for attorneys, but not limited to covering any damages caused by a negligent error, act or omission with limits of not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy’s retroactive date must be shown on the certificate of insurance and must be before the date this grant was executed or before the beginning of grant work.

   a. Certificates evidencing Grantee’s insurance coverage shall be filed with CDSS prior to execution of this Agreement.

   b. The legal insurance required above shall cover all attorneys providing legal services pursuant to this Agreement for Grantee.

**B. General Provisions Applying to All Insurance Policies**

1. **Coverage Term** – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.

2. **Policy Cancellation / Termination & Notice of Non-Renewal** – Grantee shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by grantee for any of the required insurance policies. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.

3. **Deductible** – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

4. **Primary Clause** – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.

   a. Any insurance required of the Grantee pursuant to this Agreement shall be the primary source of insurance for protecting the CDSS. This primary insurance coverage shall not be limited to, nor only apply to losses or damages above a stated amount; nor shall it
require the CDSS to contribute to the purchase of insurance coverage required of the Grantee.

5. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the grantee’s obligations under the grant.
The California Department of Social Services  
Confidentiality and Information Security Requirements  
Grantee Non-IT Services - v 2019 10

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Grantee”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Grantee, pursuant to Grantee’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Grantee desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I. Order of Precedence. With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Grantee and CDSS.

II. Effect on lower tier transactions. The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Grantee shall incorporate the contents of this Exhibit into each lower tier transaction.

III. Confidentiality of Information.

a. DEFINITIONS. The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive and/or Personal Information.

   i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.

   ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).

   iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

   iv. “Breach” is

      1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Grantee and CDSS, including this Exhibit.

b. CDSS CSP which may become available to Grantee as a result of the implementation of the Agreement shall be protected by Grantee from unauthorized access, use, and disclosure as described in this Exhibit.

c. Grantee is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act - California Civil Code section 1798 et seq.
- California Penal Code Section 502, 11140-11144, 13301-13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

d. EXCLUSIONS. “Confidential Information”, “Sensitive Information”, and “Personal Information” (CDSS CSP) does not include information that

i. is or becomes generally known or available to the public other than because of a breach by Grantee of these confidentiality provisions;

ii. already known to Grantee before receipt from CDSS without an obligation of confidentiality owed to CDSS;

iii. provided to Grantee from a third party except where Grantee knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or

iv. independently developed by Grantee without reference to the CDSS CSP.

IV. Grantee Responsibilities.

a. Grantee shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:

i. The confidential nature of the information;
ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;

iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and

iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Grantee and may be subject to penalties, both civil and criminal.

b. Use Restrictions. Grantee shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

c. Disclosure of CDSS CSP. Grantee shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

d. Subpoena. If Grantee receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Grantee will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Grantee’s responsible unit for handling subpoenas and court orders.

e. Confidentiality Safeguards. Grantee shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Grantee shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Grantee’s operations and the nature and scope of its activities.

f. Nothing in this Agreement shall restrict Grantee’s use of:

   i. Information obtained by Grantee from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.

   ii. Grantee’s pre-existing data, reports or similar information.

   iii. Non-confidential information received by Grantee from a third party or non-confidential information created or developed by Grantee, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.
V. Information Security Incidents and/or Breaches of CDSS CSP

a. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility. The Grantee shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:

i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP. Grantee shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Grantee to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

c. Investigation of Information Security Incidents and/or Breaches. Grantee shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Grantee shall cooperate fully in such investigations. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. Grantee will keep CDSS fully informed of the results of any such investigation.

d. Updates on Investigation. Grantee shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Grantee and the CDSS Information Security and Privacy Officer. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information.

e. Written Report. Grantee shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Grantee is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

i. Grantee point of contact information;

ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;

iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;

v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

vi. A description of the probable causes of the improper use or disclosure;

vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

f. **Cost of Investigation and Remediation.** Per SAM Section 5305.8, Grantee shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Grantee’s failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. **Contact Information.** To direct communications to the above referenced CDSS staff, Grantee shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Grantee. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<table>
<thead>
<tr>
<th>CDSS Program Contract Manager</th>
<th>CDSS Information Security &amp; Privacy Officer</th>
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<tbody>
<tr>
<td>See the Scope of Work exhibit for Program Contract Manager information</td>
<td>California Department of Social Services Information Security &amp; Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: <a href="mailto:iso@dss.ca.gov">iso@dss.ca.gov</a> Telephone: (916) 651-5558</td>
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VII. **Termination.** An Information Security Incident and/or Breach of CDSS CSP by Grantee, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Grantee and CDSS and grounds for immediate termination of the Agreement.