

AGREEMENT NUMBER 15-STD-
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$0,000.00
 Thousand Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	8 pages
Attachment 1 – Self-Assurance Form	1 page
Attachment 2 – Letter of Award	## pages
Attachment 3 – Request for Application*	14 pages
Attachment 4 – Contractor's Application*	16 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Attachment 1 – Invoice Claim Forms A – E	5 pages
Exhibit C – General Terms and Conditions	2 pages
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Additional Provisions	2 pages

*The Request for Application titled "Immigration Services Funding State Fiscal Year 2015-16" and Contractor's approved response are incorporated into this Agreement by reference as if set forth in full text.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.


CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: W & I Code Sec 13302
AGENCY NAME California Department of Social Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 744 P Street, MS 8-14-747, Sacramento, California, 95814		

EXHIBIT A (Standard Agreement)

SCOPE OF WORK Immigration Services Funding

PURPOSE

Senate Bill (SB) 79 (Statutes of 2015, Chapter 5.6) enacted California Welfare and Institutions Code (WIC) §13302-§13306 authorizing the California Department of Social Services (CDSS) to award funding to qualified nonprofit organizations (Contractor) to provide services to immigrants who reside in the state of California, as set forth in the Standard Agreement (Agreement). These funds shall expand services by augmenting existing funding sources available to applicants.

The funds provided for immigration services pursuant to this Agreement shall be for the sole purpose of providing:

1. Services to assist with the application process for initial or renewal requests of deferred action under the Deferred Action for Childhood Arrivals (DACA) policy, and other immigration remedies, with the United States Citizenship and Immigration Services (USCIS).
2. Services to assist with the application process for initial or renewal requests of deferred action under the Deferred Action for Parents of Americans and Lawful Permanent Residents (DAPA) policy, and other immigration remedies, with the USCIS.
 - o *Currently, the USCIS is not accepting applications for deferred action under the DAPA policy due to a court-ordered injunction. Therefore, services to assist potential DAPA applicants will be limited to those services described in the "Services Provided by Contractor" section below.*
3. Services to assist with the application process for naturalization and any appeals arising from the process with the USCIS.
4. Services to provide legal training and technical assistance to other nonprofit organizations that provide immigration legal services to assist with DACA, DAPA, other immigration remedies, and naturalization.
5. Providing free education and outreach information, services and materials about DACA, DAPA, other immigration remedies, and naturalization.

DEFINITIONS

1. **Complex Case** – Direct representation that requires extensive legal analysis of qualifying criteria, resolution of complex barriers (such as disability waivers, criminal issues, long absences, complicated immigration history, or other factors), or representation before the USCIS or in State Court solely as it pertains to Special Immigrant Juvenile Status (SIJS). Complex cases shall not include cases that are time consuming due to an applicant's language, literacy barriers, nor due to an applicant's trouble recalling information.

2. **Contractor** – An applicant selected to enter into an agreement with CDSS to provide services pursuant to this RFA and to comply with the terms and conditions set forth in the Standard Agreement. The Contractor shall be a nonprofit organization as specified in statutory requirements.
3. **Deferred Action for Childhood Arrivals (DACA)** – Individuals who came to the United States (U.S.) as children and meet the USCIS established requirements may request consideration of deferred action for a period of two (2) years, subject to renewal. Deferred action is an authorization of prosecutorial discretion for the USCIS to implement prosecutorial discretion to defer removal of an individual.
4. **Deferred Action for Parents of Americans and Lawful Permanent Residents (DAPA)**¹ – Allows parents of U.S. citizens and lawful permanent residents to request deferred action and employment authorization for three years.
5. **Direct Representation** – Legal representation that is provided by a BIA accredited representative or attorney for a complex case, defined above, and not handled in a workshop setting.
6. **Education and Outreach Activities** – Services provided by qualified nonprofit organizations that will disseminate free education and outreach information and materials about DACA, DAPA, naturalization and other immigration remedies.
7. **Hard-to-Reach** – Clients who are geographically, linguistically, or culturally isolated from immigration services.
8. **In-Kind Support** – Additional financial or volunteer resources that an applicant can leverage towards the applied service categories funded by CDSS.
9. **Low-Income** – Clients who are at or below 250 percent of the federal poverty guidelines.
10. **Naturalization** – The process by which U.S. citizenship is granted to a foreign citizen or national after he or she fulfills the requirements established by Congress in the Immigration and Nationality Act (INA).
11. **“Other Immigration Remedies”** – Remedies that may be available to individuals seeking DACA or DAPA status that include, but are not limited to: U-Visa, T-Visa, SIJS, Violence Against Women Act (VAWA) self-petitions, family-based petitions, asylum, or other remedies for which DACA or DAPA applicants may qualify.
12. **Legal Training and Technical Assistance** – These services include, but are not limited to, webinars, in-person trainings, and technical assistance in the form of answering questions via email, fax, or phone from qualified nonprofit organizations funded by the CDSS to assist individuals with DACA, DAPA, naturalization, or other immigration remedies.
13. **Underserved** – Communities with immigrant populations, in particular individuals who may be eligible for services, which lack access to effective local immigration services.

¹ Due to the court-ordered injunction, DAPA application services will be limited to document gathering, submitting FOIA requests, assisting with other immigration remedies, among other listed activities. This category of services may need a Standard Agreement amendment in the event the injunction is lifted during the Standard Agreement term and contractor seeks to modify services to assist with DAPA applications.

14. **Workshops** – Community events to assist individuals in a group setting with eligibility screening, document assembly, and/or application assistance.

TERMS AND CONDITIONS

By signing this Agreement, Contractor agrees to provide to the CDSS services as described in this Agreement, the Request for Application (RFA), the award letter, and the Contractor's approved Application:

A. Contractor Qualifications

Contractor, by signing this Agreement, certifies that the Contractor meets the following criteria for the applicable service categories that the Contractor has been selected to provide:

1. Application Assistance – DACA
 - a. Contractor meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.
 - b. Contractor has at least three (3) years of experience handling immigration cases.
 - c. Contractor is recognized and accredited by the Board of Immigration Appeals (BIA) under the U.S. Department of Justice's (DOJ) Executive Office for Immigration Review or meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California.
2. Application Assistance – DAPA
 - a. Contractor meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.
 - b. Contractor has at least three (3) years of experience handling immigration cases.
 - c. Contractor is recognized and accredited by the BIA under the U.S. DOJ's Executive Office for Immigration Review or meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California.
3. Application Assistance – Naturalization
 - a. Contractor meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.
 - b. Contractor has at least three (3) years of experience handling immigration cases.
 - c. Contractor is recognized and accredited by the BIA under the U.S. DOJ's Executive Office for Immigration Review or meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California.
4. Training and Technical Assistance
 - a. Contractor meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.
 - b. Contractor has at least ten (10) years of experience conducting immigration legal services and technical assistance.
 - c. Contractor meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California.

5. Education and Outreach Assistance

- a. Contractor meets the requirements set forth in Section 501(c)(3) or 501(c)(5) of the Internal Revenue Code.
- b. Contractor has at least three (3) years of experience conducting education and outreach with immigrant populations.
- c. Contractor has at least three (3) years of experience conducting outreach for government benefits and programs.

B. Services Provided by Contractor

1. Services to assist with the application process for initial or renewal requests of deferred action under the DACA policy include:
 - a. "Workshops," which include community events where individuals are assisted with eligibility screening, document assembly, and application assistance. Screening services are initial legal review processes used to assess an individual's potential eligibility for DACA or other immigration remedies. The purpose of this service is to provide individuals with quality, competent assistance with attorneys and BIA accredited representatives conducting final review and approval of application submissions.
 - b. "Direct Representation," which is legal representation that is provided by a BIA accredited representative or attorney for a complex case, defined above, and not handled in a workshop setting.
 - c. Contractor will prioritize services provided under this agreement to communities that are underserved, hard-to-reach and low-income.
2. Services to assist with the application process for initial and or renewal requests of deferred action under the DAPA policy include:
 - a. "Workshops," which include community events where individuals are assisted with eligibility screening, document assembly, and application assistance. Screening services are initial legal review processes used to assess an individual's potential eligibility for DACA or other immigration remedies. The purpose of this service is to provide individuals with quality, competent assistance with attorneys and BIA accredited representatives conducting final review and approval of application submissions.
 - b. "Direct Representation," which is legal representation that is provided by a BIA accredited representative or attorney for a complex case, defined above, and not handled in a workshop setting.
 - c. Contractor will prioritize services provided under this agreement to communities that are underserved, hard-to-reach and low-income.
3. "Services to assist with the application process for naturalization and appeals arising from the process" include:

- a. "Workshops," which include community events where individuals are assisted with eligibility screening, document assembly, and application assistance. Screening services are initial legal review processes used to assess an individual's potential eligibility for DACA or other immigration remedies. The purpose of this service is to provide individuals with quality, competent assistance with attorneys and BIA accredited representatives conducting final review and approval of application submissions.
 - b. "Direct Representation," which is legal representation that is provided by a BIA accredited representative or attorney for a complex case, defined above, and not handled in a workshop setting.
 - c. "Appeal," which is a request to have a hearing before an immigration officer of the U.S. Citizenship and Immigration Services (USCIS) to review a decision to deny an application for naturalization.
 - d. Contractor will prioritize services provided under this agreement to communities that are underserved, hard-to-reach and low-income.
4. "Services to provide legal training and technical assistance" include:
- a. Services to other qualified nonprofit organizations awarded contracts by CDSS that are assisting applicants with DACA, DAPA, naturalization, or other immigration remedies. These services include webinars, in-person trainings, technical assistance in the form of answering questions via email, fax, or phone from the staff and volunteers of those organizations awarded CDSS contracts.
5. "Services to provide education and outreach activities about DACA, DAPA, naturalization or other immigration remedies" include:
- a. "Education and outreach activities," which is the dissemination of information or activities that explain the eligibility for and benefits of naturalization, deferred action and other immigration remedies. Education and outreach activities include referrals to educational and legal services that will assist applicants with obtaining citizenship or deferred action and support civic engagement.
 - b. Contractor will prioritize services provided under this agreement to communities that are underserved, hard-to-reach and low-income.

C. Contractor Responsibilities

1. Contractor 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.
 - a. Evidence of services performed includes, but is not limited to, evidence of intake forms, screening services, workshops, education and outreach event records, materials from webinars and in-person trainings. For application assistance services, Contractor shall retain records of workshop participants, such as sign-in sheets and intake forms explaining the service provided. For direct representation services,

Contractor shall also maintain receipt notices for applications submitted to USCIS, and copies of G-28 entry of appearance forms.

2. If Contractor seeks to subcontract services see Exhibit D.
3. At all times during the term of this Agreement Contractor shall maintain the qualifications required to provide the services for which the Contractor receives funding. The Contractor shall immediately report to CDSS any loss of qualifications required to provide services under the Standard Agreement.

D. CDSS Responsibilities

The CDSS shall:

1. Monitor and evaluate Contractor's quarterly reports on performance, expenditures and service deliverables to assess satisfactory performance and compliance with contract requirements. The determination of inadequate performance and noncompliance will be made at the sole discretion of the CDSS. In the event the CDSS determines that Contractor has not satisfactorily performed services or is not in compliance with the contract, the CDSS will give Contractor notice within 60 days of its determination. Contractor will have the opportunity to submit a written response to provide resolution within 30 days after the notification from the CDSS. In the event the Contractor is unable to provide a resolution, the CDSS reserves the right to withhold invoice payments, terminate the contract, or exercise other remedies.
2. Review data, materials, publications, curricula used by Contractors 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 CDSS.
3. Provide the Contractor with electronic reporting forms and instruction for submission of quarterly reports.
4. Review all invoices submitted by Contractor and approve for payment in a timely manner.

E. Reporting

1. Contractor shall complete electronic quarterly reports on deliverables and provide requested data.
2. Contractor shall submit electronic quarterly reports on deliverables and requested data to CDSS in accordance with the following schedule:

Period Covered	Report Due to CDSS
01/01/2016 – 03/30/2016	04/15/2016
04/01/2016 – 06/30/2016	07/15/2016
07/01/2016 – 09/30/2016	10/14/2016
10/01/2016 – 12/31/2016	01/13/2017
01/01/2017 – 03/30/2017	04/14/2017
04/01/2017 – 06/30/2017	07/14/2017

3. The Report Form shall be submitted to:

California Department of Social Services
Refugee Programs Bureau
744 P Street, MS 8-9-33
Sacramento, CA 95814
Attn: **Priscilla Duverseau**

F. Exclusions and Limitations

Contractor shall be prohibited from:

- a. Charging a client or any other individual or entity for any services provided pursuant to this Agreement;
- b. Accepting any compensation including pre-payment or co-payments from a client for any services provided to a client pursuant to this Agreement;
- c. Charging an organization or any individual or entity for the training, technical assistance or outreach and education provided pursuant to this Agreement; and
- d. Accepting any compensation including pre-payments or co-payments for any training, technical assistance or outreach and education provided pursuant to this Agreement.

Contractor may:

- a. Have the option of requesting a refundable \$25 deposit from a client. The deposit must be returned to the client upon completion of services or request by the client to discontinue services. If Contractor requests a deposit, Contractor shall offer the client a waiver of the deposit in the event the client cannot afford to pay based on the statement of the client. The deposit shall be returned upon termination of services to the client. Contractor must also follow State Bar Rules of Professional Responsibility for holding client money in trust.

G. Agreement Representatives

The Agreement Representatives for the parties in this Agreement are:

CDSS

Name: Dan Torres
Title: Branch Chief, Immigration
Mailing Address:
744 P Street, M.S. 8-9-33
Sacramento, CA 95814
Phone Number: (916) 651-5651
Email: Dan.Torres@dss.ca.gov

Contractor

Name:
Title:
Mailing Address:

Phone Number:
Email:

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.

DRAFT

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Rate of Compensation

The maximum amount payable under this agreement shall not exceed \$XXXXX. For services satisfactorily performed in compliance with contract requirements as set forth in this Agreement, the Request for Application (RFA), the award letter, and the Contractor's approved Application, and upon receipt and approval of the Immigration Invoice Claim Form(s), the CDSS agrees to pay Contractor in accordance with the payment schedule specified herein:

Period Covered	Funding as Percentage of Contractor's Budget	Funding Schedule
01/01/2016 – 06/30/2016	40%	\$
07/01/2016 – 12/31/2016	25%	\$
01/01/2017 – 06/30/2017	25%	\$
06/2017-Contract Closeout	10%	\$

In the event the CDSS determines that the Contractor has not satisfactorily performed services noted above or is not in compliance with the contract, the CDSS reserves the right to withhold payments and/or exercise other remedies until the CDSS determines that the Contractor has remedied the inadequacies.

B. Invoicing and Payment

1. Contractor shall invoice for services using the appropriate claim form (Exhibit B – Attachment 1) for services performed. CDSS will review the invoice and reporting forms to verify progress on work plan deliverables. Contractors must maintain evidence of deliverables and present the evidence of work upon request by CDSS.
 - a. For services to assist individuals seeking to apply for deferred action under the DACA policy, including services to assist with other legal remedies, use INVOICE CLAIM FORM A: DACA.
 - b. For services to assist individuals seeking to apply for deferred action under the DAPA policy, including services to assist with other legal remedies, use INVOICE CLAIM FORM B: DAPA.
 - c. For services to assist individuals seeking to apply for naturalization and any appeals arising from the process, use INVOICE CLAIM FORM C: Naturalization.
 - d. For technical assistance and legal education services, use INVOICE CLAIM FORM D: Training and Technical Assistance.
 - e. For free education and outreach services, use INVOICE CLAIM FORM E: Education and Outreach.

**EXHIBIT B
(Standard Agreement)**

Period Covered	Due to CDSS
01/01/2016 – 06/30/2016	01/30/2016
07/01/2016 – 12/31/2016	07/31/2016
01/01/2017 – 06/30/2017	01/30/2017
06/2017-Contract Closeout	07/31/2017

2. The Invoice Claim Form shall be submitted to:

California Department of Social Services
Refugee Programs Bureau
744 P Street, MS 8-9-33
Sacramento, CA 95814
Attn: **Priscilla Duverseau**

3. Any Immigration Claim Form submitted that is incomplete may be returned to the Contractor for further re-processing.

C. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the funding of this Agreement, this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. 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.

EXHIBIT C

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. Contractor 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 Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor 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. Contractor 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. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor 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 contractors, subcontractors, 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 Contractor in the performance of this Agreement.
6. DISPUTES: Contractor 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 Contractor 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 Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, 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 Contractor 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, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 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 Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor 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 contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor 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 contractor, 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 Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract 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 Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract 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 contract 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 Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed):</i>		<i>Federal ID Number:</i>
<i>By (Authorized Signature):</i>		
<i>Printed Name and Title of Person Signing:</i>		
<i>Date Executed:</i>	<i>Executed in the County of:</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, §8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor 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 Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor 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:** Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. **LABOR CODE/WORKERS' COMPENSATION LAW:** Requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of law. Contractor affirms to comply with such provisions before commencing the performance of the work for this Agreement (Labor Code §3700).
2. **AMERICANS WITH DISABILITIES ACT:** Contractor 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.*)
3. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor'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.
4. **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 contractor 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 §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.

5. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor 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 §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.
6. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's Agreement Representative regarding the performance of this Agreement or on other issues for which the Agreement Representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's Agreement 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) Contractor believes the decision of the State's Agreement Representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and the substance of all oral communication which support Contractor'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 Contractor within 15 calendar days. The decision of the State program management shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract 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 State program management shall be final unless, within 30 days from the date of receipt of the State program management decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 8-14-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the Agreement Representative's orders and directions.

B. Termination of the Agreement

1. This Agreement may be terminated without cause by the CDSS upon thirty (30) days written notice to the Contractor delivered by registered mail to the Contractor.
2. This Agreement may be terminated without cause by the Contractor upon thirty (30) days written notice that includes the following information:
 - a. Written notification to the CDSS Agreement Representative;

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- b. An explanation of the basis for Contractor's inability to continue to provide services pursuant to this Agreement;
 - c. If applicable, identification of another nonprofit legal services organization that is willing and/or has agreed to provide services to the clients; and
 - d. If applicable, certification that Contractor will provide proper notification to the applicable administrative agency that Contractor will no longer be representing the client.
3. If Contractor terminates the Agreement while providing services pursuant to this Agreement, Contractor shall not be entitled to any compensation following the effective date of the termination for services performed and to be compensated in accordance with this Agreement.
- a. All final invoices and reports must be submitted to CDSS within thirty (30) days of the effective date of the termination of the Agreement.

D. Certification Regarding Lobbying

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

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

C. Debarment and Suspension

For federally funded agreements, Contractor certifies that to the best of his/her knowledge and belief that

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he/she and their principals or affiliates or any sub-contractor 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 participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors 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. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

E. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors 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 Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

A. Amendments

No amendment or variation of the terms of this agreement will be valid unless made in writing, agreed to and signed by both parties. However, the parties reserve the right to make changes to the contact information for Agreement Representatives by giving written notice. Said changes shall not require an amendment to this Agreement to which it is incorporated.

B. Insurance Requirements

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:

- a. Commercial General Liability – Contractor 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 contractors, 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 Contractor's limit of liability.

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 contract.

This endorsement must be supplied under form acceptable to the CDSS. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor 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 contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

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2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

B. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, 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 contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor 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 Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor 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 contractor's obligations under the contract.

C. Licenses

Contractor and its employees must have a valid California Class C driver's license, which must be maintained throughout the term of the Contract.

D. Substitution of Subcontractor

Contractor may not substitute any subcontractor without advance written consent of CDSS.