

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: January 01, 2016 through June 30, 2016

3. The maximum amount of this Agreement is: \$XXXXX
 Based upon the maximum amount of this Agreement Contractor shall provide services to XXXX UUMs.

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	6 pages
Attachment 1 – Non-Profit Entity and Eligibility Certification	1 page
Attachment 2 – Letter of Award	1 page
Attachment 3 – Request for Application*	14 pages
Attachment 4 – Contractor's Application*	10 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Attachment 1 – Quarterly Report and Claim Form	2 pages
Exhibit C – General Terms and Conditions	2 pages
Attachment 1 – CCC 307	3 pages
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Additional Provisions	2 pages

*The Request for Application titled "Unaccompanied Undocumented Minor Legal 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		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		Not Applicable
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Social Services		<input type="checkbox"/>
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 744 P Street, M.S. 8-14-747, Sacramento, CA 95814		

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

PURPOSE

Senate Bill (SB) 873 (Statutes of 2014, Chapter 685) and SB 79 (Statutes of 2015, Chapter 20) enacted California Welfare and Institutions Code (WIC) §13300-§13302 authorizing the California Department of Social Services (CDSS) to award funding to qualified nonprofit legal services organizations (Contractor) to provide legal services, as set forth in Standard Agreement (Agreement), to eligible Unaccompanied Undocumented Minors (UUMs), as defined in Section 279(g)(2) of Title 6 of the United States Code, who are present in California and transferred to the care and custody of the federal Office of Refugee Resettlement (ORR) or residing with a sponsor.

The funding for legal services provided pursuant to this Agreement shall be for the sole purpose of providing legal representation for UUMs in the filing of, preparation for and representation in administrative and/or judicial proceedings for asylum, T-Visa, U-Visa, and/or Special Immigrant Juvenile (SIJ) status on behalf of UUMs.

TERMS AND CONDITIONS

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

1. Contractor Qualifications

Contractor, by signing this Agreement, certifies that:

- a) Contractor is a nonprofit legal service organization;
- b) Contractor has at least three (3) years of experience in providing legal representation for at least 25 UUMs in asylum, T-Visa, U-Visa, and/or SIJ status applications and administrative/judicial proceedings;
- c) Contractor has conducted trainings on immigration removal proceedings for asylum, T-Visa, U-Visa, and/or SIJ status to practitioners who are non-Contractor staff;
- d) Contractor has experience guiding and supervising the work of attorneys who do not regularly provide legal representation for UUMs in asylum, T-Visa, U-Visa, and/or SIJ status processes and administrative/judicial proceedings; and
- e) Contractor is accredited by the Board of Immigration Appeals under the United States Department of Justice's Executive Office of Immigration Review or meets

the requirements to receive funding from the Trust Fund Program administered by the State Bar of California.

- f) Contractor has the ability to provide legal services, for the specific number of new UUM cases, as stated in Exhibit A, Attachment 2, for the type of immigration proceedings, asylum, T-Visa, U-Visa, and SIJ specified by Contractor.
- g) Contractor has the ability to provide legal services to UUMs in need of representation, as stated in Exhibit A, Attachment 2, in one or more of the following three regions of California: Northern Region, Central Region, and Southern Region.

2. Legal Services Provided by Contractor

- a) Contractor agrees to contact and coordinate with the federal ORR to facilitate Contractor's access to eligible UUMs to offer legal services to UUMs who could benefit from the legal services provided pursuant to this Agreement.
- b) Contractor 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 Contractor possesses the necessary experience in the immigration status proceedings that may be applicable to the UUM.
- c) Contractor agrees to provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters and other support staff.
- d) Contractor agrees to provide competent legal services that include, but are not limited to:
 - i. 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;
 - ii. Preparing for and attending interviews, depositions, mediations, arbitrations, settlement conferences and/or administrative or judicial hearings; and
 - iii. Preparing and filing of appropriate applications, documents, motions, and briefs.

3. Duration of Legal Services Provided by Contractor

- a) Contractor 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 U.S. Department of Homeland Security that will commence on the date of the agreement for legal representation signed by the Contractor

and the UUM and shall continue until the Contractor and the represented UUM agree that the UUM is satisfied with any and all decisions rendered by an administrative and/or judicial tribunal. In the event that the UUM is not satisfied with any or all decisions, representation shall continue until the UUM 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 Contractor to file an appeal.

- b) The Contractor may terminate legal services with the UUM, pursuant to this Agreement and in accordance with the requirements of Section 7, in the event Contractor subsequently discovers, after conducting a preliminary assessment in accordance with Section 2(b) and the signing of an agreement for legal representation with an UUM, that the UUM may qualify to apply for an immigration status in which the Contractor does not possess the necessary experience to apply on behalf of the UUM or represent the UUM in the applicable immigration proceedings.
- c) In the event Contractor agrees to provide legal services to a UUM that was previously represented and provided legal services by another contractor as described in subsection (b), Contractor shall be required to provide legal services in accordance with Section 3(a).

4. Payment for Legal Services Performed by Contractor

- a) Contractor agrees to accept as payment in full for the duration of legal services provided pursuant to this Agreement and in accordance with Section 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.
 - i. If Contractor does not provide legal services for the required duration specified in Section 3(a) or terminates legal representation of the UUM as specified in Section 3(b), Contractor agrees to accept only the initial flat fee of \$2,500, which includes all administrative and supervisory costs and court fees, as specified in Exhibit B as payment in full for legal services rendered. Payment shall be provided in accordance with Exhibit B.
 - ii. In the event that Contractor provides legal services to a UUM in the circumstances described in Section 3(c), Contractor agrees to accept as payment in full for the duration of legal services provided pursuant to this Agreement and in accordance with Section 3(a), which includes all administrative and supervisory costs and court fees, a flat fee of \$2,500. Contractor shall only be authorized to invoice for payment at the end of the duration of the legal services described in Section 3(a). Payment shall be provided in accordance with Exhibit B.

5. Requirements for Continued Funding

- a) Contractor agrees that Section 3 of the Standard Agreement (STD 213) sets forth a maximum amount of funds that Contractor may be paid which is based on the number of UUMs the Contractor is expected to provide legal services to. The CDSS has the sole discretion to determine if the Contractor has signed a sufficient number of legal representation agreements with UUMs to meet the expected number of UUMs to be represented as specified in Section 3. If the CDSS determines that the Contractor is not representing a sufficient number of UUMs, the CDSS will provide written notice to the Contractor stating that ten (10) days following the mailing of the written notice, Contractor will no longer be authorized henceforth, pursuant to this Agreement, to sign an agreement for legal representation with an UUM and will not receive compensation if an agreement is signed. Contractor shall be required to continue to provide legal services for existing UUM cases funded pursuant to this Agreement and will be compensated accordingly.
- b) If the CDSS provides written notice to Contractor pursuant to Section 5(a), the CDSS, in its sole discretion, may reduce the maximum amount of funding of the Agreement set forth in Section 3 of the Standard Agreement (STD 213) to the amount of funds needed to compensate Contractor for the legal services being provided to the existing UUM caseload on the effective date of the written notice provided in Section 5(a). The CDSS shall provide to the Contractor written notification of the revised maximum amount of funding available to Contractor for the remaining effective period of the Agreement.

6. Invoicing

- a) Contractor shall invoice for legal services in accordance with the requirements of Exhibit B. The CDSS will review the UUM Claim Form (Exhibit B – Attachment 1) submitted and certified by the Contractor for payment(s) to verify that the alien number(s) assigned by the U.S. Department of Homeland Security is valid. In the event that an alien number submitted by the Contractor is invalid, the CDSS reserves the right to withhold payment for representation for that UUM as well as all other UUMs presented in that payment request and will not be subject to the payment requirements set forth in Section E of Exhibit B. In this event, the CDSS will re-verify those alien numbers to determine if valid, and if verified, Contractor will be compensated for those UUMs. Contractor will not be compensated for any request for payment based on an invalid alien number.
- b) Any prior payment made by the CDSS to Contractor in 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 Contractor. If future payments to Contractor will not be available to the CDSS to recoup the invalid payments, the CDSS reserves the right to pursue repayment

through applicable legal remedies. Contractor will receive written notification in the event that an alien number has been determined invalid and/or future payments are to be withheld.

- c) Contractors are required to identify each case type for each alien number provided on the UUM Claim Form (Exhibit B – Attachment 1), as well as the number of hours spent on each case. The hours spent are to be include on the invoice in the designated area. This includes the amount of time spent to date on each case the invoice is submitted to CDSS and the total amount of hours spent at the time of completion of a case.

7. Termination of Legal Representation of a UUM

- a) In the event Contractor determines that legal representation of a UUM needs to be terminated pursuant to Section 3(b), Contractor shall, within five days prior to the termination of the legal representation of the UUM, provide the following:
 - i. Written notification to the CDSS Agreement Representative;
 - ii. The alien number of the UUM issued by the U.S. Department of Homeland Security;
 - iii. An explanation of the basis for Contractor's inability to continue to provide legal services pursuant to this Agreement;
 - iv. If applicable, identification of another nonprofit legal services organization that is willing and/or has agreed to provide legal services to the UUM; and
 - v. Certification that Contractor will provide proper notification to the applicable administrative and/or judicial tribunal that the Contractor will no longer be representing the UUM.

8. Technical Assistance

Contractor may request and the CDSS shall provide technical assistance to the Contractor to facilitate Contractor's compliance with the terms and conditions of this Agreement, if possible.

9. Insurance Requirements

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

10. Exclusions and Limitations

Contractor is prohibited from:

- a) Charging a UUM or any other individual or entity for the legal services 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 UUM or sponsors for legal services to be provided pursuant to this Agreement.

11. Termination of the Agreement

- a) 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.
- b) This Agreement may be terminated without cause by the Contractor upon thirty (30) days written notice that includes the following information:
 - i. Written notification to the CDSS Agreement Representative;
 - ii. The alien numbers of the UUMs issued by the U.S. Department of Homeland Security who are currently represented by the Contractor;
 - iii. An explanation of the basis for Contractor's inability to continue to provide legal services pursuant to this Agreement;
 - iv. If applicable, identification of another nonprofit legal services organization that is willing and/or has agreed to provide legal services to the UUM; and
 - v. Certification that Contractor will provide proper notification to the applicable administrative and/or judicial tribunal that the Contractor will no longer be representing the UUM.
- c) If Contractor terminates the Agreement while providing legal representation to a UUM pursuant to this Agreement, Contractor shall not be entitled to any compensation following the effective date of the termination for legal services performed and to be compensated in accordance with Section 4(a)(i).

12. Agreement Representatives

The Agreement Representatives for the parties in this Agreement are:

CDSS

Name: Dan Torres
Title: Branch Chief
Mailing Address:
744 P Street, M.S. 8-9-646
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.

NON-PROFIT ENTITY AND ELIGIBILITY CERTIFICATION

Pursuant to Welfare and Institutions Code (WIC) Section 13001, Subdivision (a), the CDSS will contract with qualified nonprofit legal service organizations who meet the requirements to provide legal services to unaccompanied undocumented minors present in California who are in the physical custody of the federal ORR or who are residing with a family member or other sponsor. The purpose of this certification is to promote the utilization and participation of local non-profit legal organization with respect to WIC Section 13001, Subdivision (a). To receive funding to offer legal services as required in WIC Section 13001, Subdivision (a), a business must possess legal status as a nonprofit organization and meet all of the requirements prior to final award. The main requirements are summarized below.

Legal Status as a Non-Profit: The non-profit enterprise must be a California Nonprofit Organization that is both (a) regulated as either a Nonprofit Public Benefit Corporation under California Corporations Code Sections 5110-6815 or a Nonprofit Religious Corporation under California Corporations Code Sections 9110-9690, and (b) tax-exempt under section 501(c)(3) of the Internal Revenue Code. All applicable filings with State and Federal agencies must be current, including: the California Attorney General (Form RRF-1), the California Franchise Tax Board (Forms 199 or 109), the California Secretary of State (Form SI-100) and the Internal Revenue Service (Form 990).

Pursuant to Welfare and Institutions Code Section 13001, Subdivision (a), in order to be eligible to contract with CDSS to provide legal services your organization must meet all of the criteria listed below.

- At least three years of experience handling asylum, T-Visa, U-Visa, or special immigrant juvenile status cases and has represented at least 25 individuals in these matters.
- Experience in representing individuals in removal proceedings and asylum applications.
- Has conducted trainings on these issues for practitioners beyond their staff.
- Experience guiding and supervising the work of attorneys whom themselves do not regularly participate in this area of the law but nevertheless work pro bono on asylum, T-Visa, U-Visa, or special immigrant juvenile status cases.
- Is accredited by the Board of Immigration Appeals under the United States Department of Justice’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.

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

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Rate of Compensation

1. Contractor shall be compensated a flat fee up to a maximum of \$5,000 for legal services rendered for each UUM in accordance with Section 4 of Exhibit A, Scope of Work.
2. Contractor shall submit the UUM Claim Form (see Exhibit B – Attachment 1) to the CDSS for payment for legal services as follows:
 - a. Contractor shall be entitled to a payment of \$2,500 upon the signing of an agreement for legal representation with a UUM, excluding representation pursuant to Section 4(a)(ii), in accordance with Section 3 of Exhibit A. Contractor shall complete the UUM Claim Form and submit the form by the 23rd of the month following the month in which Contractor has signed the agreement for legal services with a UUM.
 - b. Contractor shall be entitled to a payment of \$2,500 upon the completion of providing legal services in accordance with Section 3 of Exhibit A. Contractor shall complete the UUM Claim Form and submit the form by the 23rd of the month following the month in which Contractor has completed the legal services pursuant to this Agreement.

B. Invoicing and Payment

1. The maximum amount payable under this Agreement is set forth in Section 3 of the STD 213 which is based on the number of UUMs to be provided legal services by the Contractor, subject to Section 5 of Exhibit A, Scope of Work.
2. For services satisfactorily rendered, and upon receipt and approval of the UUM Claim Form(s), the CDSS agrees to pay the Contractor 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.
3. The CDSS will review the UUM Claim Form (Exhibit B – Attachment 1) submitted and certified by the Contractor for payment(s) to verify that the alien number(s) assigned by the U.S. Department of Homeland Security is valid. In the event that an alien number submitted by the Contractor is invalid, the CDSS reserves the right to withhold payment for representation for that UUM as well as all other UUMs presented in that payment request and will not be subject to the payment requirements set forth in Section E of Exhibit B. In this event, the CDSS will re-verify those alien numbers to determine if valid, and if verified, Contractor will be compensated for those UUMs. Contractor will not be compensated for any request for payment based on an invalid alien number. Any prior payment made

by the CDSS to Contractor in 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 Contractor. If future payments to Contractor will not be available to the CDSS to recoup the invalid payments, the CDSS reserves the right to pursue repayment through applicable legal remedies. Contractor will receive written notification in the event that an alien number has been determined invalid and/or future payments are to be withheld.

4. The UUM Claim Form shall be submitted to:

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

5. Any UUM 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. 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 11 of Exhibit A, Scope of Work 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.

E. 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.

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CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
UNACCOMPANIED UNDOCUMENTED MINORS
LEGAL SERVICES FUNDING
CLAIM FORM EXHIBIT B –
ATTACHMENT 2

NONPROFIT LEGAL SERVICES ORGANIZATION NAME	FISCAL YEAR	AGREEMENT NUMBER	DATE OF SUBMISSION
	2015/16		
CLAIM PERIOD (MONTH/YEAR)	CLAIM FORM PREPARED BY (Please Print)		
TITLE	E-MAIL ADDRESS	PHONE NUMBER	EXTENSION
		()	

Mail completed CLAIM FORM to:
California Department of Social Services
Unaccompanied Undocumented Minors Legal Services Funding
Immigration Branch
744 P Street, MS 8-9-33
Sacramento, CA5814

1 CASE TYPE	2 INITIAL REPRESENTATION* (TOTAL COUNT)	3 COMPLETION OF LEGAL REPRESENTATION** (TOTAL COUNT)	4 AMOUNT CLAIMED (COL. 2 + COL. 3) x \$2,500
a. Asylee (\$5,000 per case)			\$0.00
b. T-Visa (\$5,000 per case)			\$0.00
c. U-Visa (\$5,000 per case)			\$0.00
d. SIJ (\$5,000 per case)			\$0.00
TOTAL EXPENDITURES (FOR REPORTING PERIOD)	For all clients claimed in Columns 2 and 3, please list associated Alien numbers (A#s) in the chart on		\$0.00

***For all cases being claimed for INITIAL REPRESENTATION, please attach the signed agreement for legal representation that includes the client's A# issued by the Department of Homeland Security, with all other UUM information redacted.**

**INFORMATION ON FINAL DECISIONS OF ADMINISTRATIVE/JUDICIAL TRIBUNAL	
Of the number of cases claimed in the "COMPLETION" column above, please provide the number of cases for each type of case outcome.	
CASE	TOTAL
LEGAL IMMIGRATION STATUS GRANTED	
CLIENTS DEPORTED	
OTHER (Explain)	

Of the number of clients you have signed representation agreements with, how many were "no-shows" or lost contact?

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 Contractor. I further certify that these expenditures have not been reimbursed through any other funding source.

Signature of Authorized Representative	Date

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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EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 1) APPROVAL: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance prior to such approval.
- 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 Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation, authorized by law, 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, if any, related to performance of this Agreement. (Gov. Code § 8546.7)
- 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) 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, agents or employees of the State.
- 7) 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 associated regulations at 2 CCR § 7285 *et seq.*, which are incorporated by reference as though fully set forth herein. 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, if any, to perform work under the Agreement.
- 8) CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307, Attachment C.1, are hereby incorporated by reference and made a part of this Agreement by this reference.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 9) TIMELINESS: Time is of the essence in this Agreement.
- 10) GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 11) COMPLIANCE WITH STATE AND FEDERAL LAW: Contractor shall comply with the laws of the State of California and the federal government in the delivery of services pursuant to this Agreement.
- 12) 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.

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EXHIBIT D
(Standard Agreement)

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. 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.

EXHIBIT D
(Standard Agreement)

C. 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.

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EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Compliance with Insurance Requirements – The Contractor 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 contract, the Contractor agrees to provide notice of pending expiration to CDSS at least 30 calendar days before said expirations date. Contractor 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. 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
3. Proof of Insurance – The Contractor will submit proof of liability insurance for the location where clients receive services. The Contractor 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.
4. 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.
5. Legal Malpractice Insurance – Contractor, at his/her own expense, shall maintain adequate legal malpractice insurance in an amount not less than \$1,000,000 per claim and to indemnify, defend, and hold the state harmless from any claims that arise from the legal services provided pursuant to this Agreement.

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

6. Commercial General Liability – Contractor shall maintain general liability insurance on an occurrence policy 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 and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought subject to the Contractor'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 insured, 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 Contractor's utilization of subcontractors to complete the contracted Scope of Work, Contractor shall include all subcontractors as insured under

EXHIBIT E
(Standard Agreement)

Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage's and limits required of Contractor.

7. Workers' Compensation and Employer's Liability – Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. 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.

8. Motor Vehicle Liability Insurance – is not required as part of this Agreement as travel or transport of UUMs or any other personnel in a motor vehicle is not authorized nor included in the services provided pursuant to this Agreement. The State will not reimburse Contractor for travel. The Contractor shall indemnify, defend, and hold harmless the State from any and all claims or actions, including claims for bodily injury, death, or damage to property resulting from the use of a motor vehicle in the performance of this Agreement.
9. Certificates Filed – 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 Agreement. 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 Agreement.
2. Deductible – Contractor is responsible for any deductible or self-insured retention contained within its insurance program.
3. Primary Clause – Any insurance required of the Contractor pursuant to this Agreement shall be the primary source of insurance for protecting the State. 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 State to contribute to the purchase of insurance coverage required of the Contractor.
4. 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.
5. 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.
6. Inadequate Insurance – Inadequate insurance or lack of insurance does not negate the Contractor's obligations under this Agreement.